

STANDARD AGREEMENT

STD 213 (DHS Rev 10/03)

Exhibit A1

REGISTRATION NUMBER

AGREEMENT NUMBER

04-35199

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

TBD

2. The term of this Agreement is: **March 1, 2005** through **February 28, 2007**
or to be determined

3. The maximum amount of this Agreement is: **\$ N/A**
N/A

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Payment Provisions	1 page
Exhibit B, Attachment 1 – Reimbursement Rates	18 pages
Exhibit C – Terms and Conditions	13 pages
Exhibit D – Notice to Licensed Practitioners Regarding the Medi-Cal Program	1 pages
Exhibit E – Contractor Application (incorporated as an Exhibit)	XX pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of
General Services Use Only**

☐ Exempt per:

Scope of Work

1. Contractor agrees to provide to the Department of Health Services (DHS) the services described herein and provide documentation as requested by DHS to document and verify performance of services.
2. Contractor agrees to provide quality clinical laboratory tests or examinations that meet professionally recognized standards of health care to beneficiaries (Beneficiaries) of fee-for-service Medi-Cal and other non-managed care health care programs. The contractor further agrees to supply aid, care, services, clinical laboratory tests or examinations, or other benefits available under Medi-Cal to Beneficiaries in the same manner and by the same scope, level, and quality as provided to the general public. The clinical laboratory shall be certified by Clinical Laboratory Improvement Amendments of 1988 (CLIA) for moderate or high complexity clinical laboratory tests or examinations or both in all specialties and subspecialties for which it is providing testing or examination, where such certification is required and applicable. Applications shall address all of the services described herein.
3. The clinical laboratory tests or examinations shall be performed only at the location identified on the Contractor's California Clinical Laboratory License or as otherwise permitted under Business and Professions Code (B&P Code) Section 1265 or may be referred as necessary to other clinical laboratories certified by CLIA for moderate or high complexity clinical laboratory testing or both in all specialties and subspecialties for which they are providing testing, where such certification is required and applicable.
4. The services shall be provided during Contractor's business days and hours of operation. Pursuant to B&P Code Section 1265(j). Contractor shall notify DHS in writing within thirty (30) calendar days of any cessation of operations.
5. The project representatives during the term of this Contract will be:

Department of Health Services	Contractor
Name of DHS Contract Manager/ Department Representative: Paula Patterson Telephone: (916) 552-9797 Fax: (916) 552-9602	Name of Contractor's Contract Manager: [TBD] Telephone: [TBD] Fax: [TBD]

Direct all inquiries to:

Department of Health Services Clinical Laboratory and Durable Medical Equipment Contracting Unit Attention: Paula Patterson P.O. Box 997413 1501 Capitol Avenue, MS 4600 Sacramento, CA 95899-7413 Telephone: (916) 552-9797 Fax: (916) 552-9602	Contractor Section or Unit Name, if applicable <div>[TBD]</div> Attention: <div>[TBD]</div> Street address <div>[TBD]</div> P.O. Box Number <div>[TBD]</div> City, State Zip Code <div>[TBD]</div> Telephone: <div>[TBD]</div> Fax: <div>[TBD]</div>
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Notwithstanding the provisions of Title 22, Section 51000.40 (**See Appendix 3**) in the California Code of Regulations (CCR) as it pertains to the Contractor either party may make changes to the information in #5 above by giving written notice to the other party within ten (10) calendar days of the date of any change. Said changes shall not require an amendment to this Contract.

6. Services to be performed

Contractor, identified below as Non-Solo Practitioner and Solo Practitioner and defined in the Glossary (**Appendix 1**), shall:

- a. Upon effective date of contract, continuously perform the following anti-fraud activities and, upon request by DHS, provide written documentation of the following activities within ten (10) calendar days of the request. The Applicant shall also develop a plan (See Exhibit A, Attachments 1 and 3) that describes how they will implement the following activities:

NON - SOLO PRACTITIONER	SOLO PRACTITIONER
1) In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. The clinical laboratory will ensure that clinical laboratory tests or examinations ordered by licensed practitioners are monitored in a manner that detects potential ordering abuses.	1) Physician/Practitioner will ensure only medically necessary tests are billed to the Medical program.

NON - SOLO PRACTITIONER	SOLO PRACTITIONER
<p>2) In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. The clinical laboratory will ensure that the clinical laboratory bills for only those clinical laboratory tests or examinations ordered by the licensed practitioner. For any subsequent additional (add-on) clinical laboratory tests or examinations, the clinical laboratory will ensure that written orders are obtained within thirty (30) calendar days or what efforts will be made to obtain a written authorization in compliance with Title 41, CFR 493.1105.</p>	<p>2) Physician/Practitioner will ensure that the written order is reflected in the patient's chart or medical record and how that information is available to the staff member performing the test at the time of testing and available to the staff member(s) responsible for billing.</p>
<p>3) Labs shall not bill for tests without a specimen requisition that serves as the valid test order. Most labs contact the submitting entity to fill out a requisition and fax it. The clinical laboratory or its billing department will ensure the clinical laboratory, prior to billing, verifies with the licensed practitioner the actual test or examination that the licensed practitioner wants performed when a specimen is received without a valid test order or with an ambiguous test order.</p>	<p>3) Physician/Practitioner will ensure that any ambiguous test orders are clarified prior to billing.</p>
<p>4) In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. The clinical laboratory will ensure the clinical laboratory or its billing department does not utilize an inappropriate code or does not upcode by selecting a CPT code to obtain maximum reimbursement when such CPT code is not the most appropriate descriptor of the clinical laboratory test or examination or if all tests in an Organ and Disease Oriented Panel as defined in the CPT were not performed.</p>	<p>4) In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. Physician/Practitioner will ensure that the staff member(s) responsible for billing does not utilize an inappropriate code or does not upcode by selecting a CPT code to obtain maximum reimbursement when such CPT code is not the most appropriate descriptor of the clinical laboratory tests or examination or if all tests in an Organ and Disease Oriented Panel as defined in the CPT were not performed.</p>
<p>5) The clinical laboratory or its billing department will, prior to billing, contact the ordering licensed practitioner to obtain specific ICD-9 or Family PACT specific "S" diagnosis code information for each clinical laboratory test or examination ordered in the event that such information has not been provided. In addition, the clinical laboratory or its billing department will maintain documentation of the provider contacts initiated to obtain the information and how any ICD-9 or Family PACT specific "S"</p>	<p>5) Physician/Practitioner will ensure that the staff member(s) responsible for billing, assures that the correct ICD-9 or Family PACT specific "S" diagnosis code information is included on each claim submitted to the Medi-Cal program.</p>

NON - SOLO PRACTITIONER	SOLO PRACTITIONER
diagnosis code information provided is documented.	
6) The clinical laboratory or its billing department will ensure that clinical laboratory tests or examinations are not billed for specimens that are received in an aged or otherwise deteriorated condition. Technical assistance will be provided to the person or entity that submitted the aged or otherwise deteriorated specimens before additional specimens received from the person or entity are billed to the program. If compromised specimens are again obtained or otherwise provided from the person or entity, the clinical laboratory will ensure that no clinical laboratory tests or examinations ordered by this person or entity are billed under this contract until uncompromised specimens are received and accurate, reliable results are ensured.	6) Physician/Practitioner will ensure that clinical laboratory tests or examinations are not billed for specimens that have become aged or otherwise deteriorated. Describe how technical assistance will be provided to the person that allowed the specimen to become aged or otherwise deteriorated.

- b. Implement, within ninety (90) calendar days of the effective date of contract, a written comprehensive Clinical Laboratory Compliance Program Plan (see Exhibit A, Attachments 2 and 4) that incorporates all components of clinical laboratory operations, including coding and billing processes performed by third-party billing agents. Documentation of the Clinical Laboratory Compliance Program is subject to review upon request by DHS within ten (10) calendar days of the request. The minimum requirements of the Clinical Laboratory Compliance Program Plan shall describe how they will implement the following activities:

NON - SOLO PRACTITIONER	SOLO PRACTITIONER
1) The clinical laboratory shall develop and implement written standards of conduct, as well as written policies and procedures, that promote the clinical laboratory's commitment to compliance and address specific areas of potential fraud, waste and abuse, including but not limited to CPT coding issues, improper ICD-9 or Family PACT specific "S" diagnosis coding and improper claims submissions.	1) Same as NON - SOLO PRACTITIONER
2) The clinical laboratory shall designate a compliance officer and compliance committee who are responsible for operating and monitoring the compliance program and who report directly to the laboratory director.	2) The laboratory director shall be responsible for the operation and monitoring of the compliance program.
3) The clinical laboratory shall develop policies to ensure it does not employ, contract or submit claims for a person or entity listed on the Suspended or Ineligible Provider List published by DHS to identify suspended and otherwise ineligible providers or is a person or entity listed on any list published by the federal DHHS Office of the Inspector General regarding the suspension or exclusion of individuals or	3) Same as NON - SOLO PRACTITIONER

NON - SOLO PRACTITIONER	SOLO PRACTITIONER
entities from the federal Medicare and Medicaid programs, to identify suspended, excluded or otherwise ineligible providers.	
4) The clinical laboratory shall maintain a process to receive complaints, including posting the Medi-Cal Fraud Hotline telephone numbers (Attorney General 800-722-0342; DHS 800-822-6222) in conspicuous places visible to clinical laboratory employees in the clinical laboratory and, if applicable, visible to Beneficiaries in the specimen collection site(s) owned and operated by the clinical laboratory.	4) Same as NON - SOLO PRACTITIONER
5) The clinical laboratory shall develop and implement regular, effective education, training and retraining programs for all employees providing services to Beneficiaries or billing the Medi-Cal program and to management regarding the requirements of the Medi-Cal program. (Providers may use attendance at the Electronic Data Systems Provider Training Unit Medi-Cal billing workshops to satisfy part of this requirement – for more information on these seminars, see www.medi-cal.ca.gov , Provider Training)	5) Same as NON - SOLO PRACTITIONER
6) The clinical laboratory shall conduct internal monitoring and auditing to evaluate contract compliance and shall develop a corrective action plan for any identified problem areas.	6) Same as NON - SOLO PRACTITIONER

- c. Provide timely performance of clinical laboratory tests or examinations. “Timely performance” means that the test or examination performed for Beneficiaries are completed in a time frame consistent with tests performed for all other clinical laboratory patients.
- d. Provide a schedule of the business days and hours of operation and upon any change, notify DHS, Provider Enrollment Branch by submitting a Medi-Cal Supplemental Application within thirty-five (35) calendar days pursuant to Title 22, CCR Section 51000.40 (**See Appendix 3**).
- e. If a Non-Solo Practitioner, provide the Notice of Medi-Cal Information to all licensed practitioners, within ninety (90) calendar days from the effective date of the contract and thereafter on an annual basis. See **Exhibit D**. Documentation of this Notice shall include the name and address of the licensed practitioner and the notice date and shall be maintained by the Contractor for three (3) years after the end of the contract term and is subject to review upon request by DHS within ten (10) calendar days of request.

- f. Monitor the utilization of the thirty (30) clinical laboratory tests or examinations (defined as moderate or high complexity under CLIA) that are most frequently billed by the Contractor to the Medi-Cal Program. All utilization monitoring data collected is subject to review by DHS within ten (10) calendar days of a request to review.
- g. Produce any and all documentation, obtained from the ordering licensed practitioner, to support the medical necessity of billed clinical laboratory tests or examinations within ten (10) calendar days of request by DHS.
- h. Develop and maintain a written list of licensed practitioners who perform the professional component of clinical laboratory tests or examinations for the clinical laboratory separately identifying those licensed practitioners who independently bill for the professional component of clinical laboratory tests or examinations utilizing the CLIA Certificate of the Contractor. At the time of contract commencement, all agreements with those licensed practitioners must be on file with the clinical laboratory. Contractor shall provide copies of those agreements to DHS upon request within ten (10) calendar days of the request. Said agreements shall remain on file with the clinical laboratory for three (3) years from the end of the contract term.
- i. The clinical laboratory shall develop policies to ensure it does not employ, contract or submit claims for a person or entity listed on the Suspended or Ineligible Provider List published by DHS to identify suspended and otherwise ineligible providers or is a person or entity listed on any list published by the federal DHHS Office of the Inspector General regarding the suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs, to identify suspended, excluded or otherwise ineligible providers (refer to Exhibit A Scope of Work subsection 6(b)(3).
- j. Comply with the Reportable Disease Requirements pursuant to Title 17 CCR 2500 et seq.
- k. Comply with the HIV Reporting Requirements pursuant to Title 17 CCR 2643.10 **(See Appendix 6)**.

**FISCAL & MANAGEMENT ANTI-FRAUD ACTIVITIES
FOR A NON-SOLO PRACTITIONER**

Please provide brief descriptions of your clinical laboratory's plan to implement, upon contract commencement, the six (6) mandatory fiscal and management anti-fraud activities listed below. Use only this form and a maximum of one (1) additional sheet of paper for each question's response (this question and the five (5) questions that follow) and complete in accordance with the format requirements found in RFA section I.2.b, Format Requirements. **Do not** attach copies of policy or procedure manuals or restate the question as part of your response. **All information contained on this form is subject to the Public Records Act and may be subject to disclosure to the public.**

1. In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. Describe how your clinical laboratory will ensure that clinical laboratory tests or examinations ordered by licensed practitioners are monitored in a manner that detects potential ordering abuses.

2. In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. Describe how your clinical laboratory will ensure that the clinical laboratory bills for only those clinical laboratory tests or examinations ordered by the licensed practitioner. For any subsequent additional (add-on) clinical laboratory tests or examinations, describe how your clinical laboratory will ensure that written orders are obtained within thirty (30) calendar days or what efforts will be made to obtain a written authorization in compliance with Title 41, CFR 493.1105.

3. Labs shall not bill for tests without a specimen requisition that serves as the valid test order. Most labs contact the submitting entity to fill out a requisition and fax it. Describe how your clinical laboratory or its billing department will ensure the clinical laboratory, prior to billing, verifies with the licensed practitioner the actual test or examination that the licensed practitioner wants performed when a specimen is received without a valid test order or with an ambiguous test order.

4. In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. Describe how your clinical laboratory will ensure the clinical laboratory or its billing department does not utilize an inappropriate code or does not upcode by selecting a CPT code to obtain maximum reimbursement when such CPT code is not the most appropriate descriptor of the clinical laboratory test or examination or if all tests in an Organ and Disease Oriented Panel as defined in the CPT were not performed.

5. Describe how your clinical laboratory or its billing department will, prior to billing, contact the ordering licensed practitioner to obtain specific ICD-9 or Family PACT specific “S” diagnosis code information for each clinical laboratory test or examination ordered in the event that such information has not been provided. Also describe how the clinical laboratory or its billing department will maintain documentation of the provider contacts initiated to obtain the information and how any ICD-9 or Family PACT specific “S” diagnosis code information provided is documented.

- 6 Describe how your clinical laboratory or its billing department will ensure that clinical laboratory tests or examinations are not billed for specimens that are received in an aged or otherwise deteriorated condition. Describe how technical assistance will be provided to the person or entity that submitted the aged or otherwise deteriorated specimens before additional specimens received from the person or entity are billed to the program. If compromised specimens are again obtained or otherwise provided from the person or entity, describe how the clinical laboratory will ensure that no clinical laboratory tests or examinations ordered by this person or entity are billed under this contract until uncompromised specimens are received and accurate, reliable results are ensured.

**CLINICAL LABORATORY COMPLIANCE PROGRAM
FOR A NON-SOLO PRACTITIONER**

Please describe your clinical laboratory's plan to implement, within ninety (90) calendar days of contract commencement, the six (6) mandatory components of the Clinical Laboratory Compliance Program as listed below. Use only this form and a maximum of one (1) additional sheet of paper for each question's response (this question and the five (5) questions that follow) and complete in accordance with the format requirements found in RFA section I.2.b, Format requirements. **Do not** attach copies of policy or procedure manuals or restate the questions as part of your response. **All information contained on this form is subject to the Public Records Act and may be subject to disclosure to the public.**

1. The clinical laboratory shall develop and implement written standards of conduct, as well as written policies and procedures, that promote the clinical laboratory's commitment to compliance and address specific areas of potential fraud, waste, and abuse, including but not limited to, the CPT coding issues, improper ICD-9 or Family PACT specific "S" coding, and improper claims submissions.

2. The clinical laboratory shall designate a compliance officer and compliance committee who are responsible for operating and monitoring the compliance program and who report directly to the laboratory director.

3. The clinical laboratory shall develop policies to ensure it does not employ, contract or submit claims for a person or entity listed on the Suspended or Ineligible Provider List published by DHS to identify suspended and otherwise ineligible providers or is a person or entity listed on any list published by the federal DHHS Office of the Inspector General regarding the suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs, to identify suspended, excluded or otherwise ineligible providers (refer to Exhibit A Scope of Work subsection 6(b)(3).

Exhibit A, Attachment 2

4. The clinical laboratory shall maintain a process to receive complaints, including posting the Medi-Cal Fraud Hotline telephone numbers (Attorney General 800-722-0432; Department of Health Services 800-822-6222) in conspicuous places visible to clinical laboratory employees in the clinical laboratory, and visible to Beneficiaries in the specimen collection sites owned and operated by the clinical laboratory.

Exhibit A, Attachment 2

5. The clinical laboratory shall develop and implement regular, effective education, training and retraining programs for all employees providing services to Beneficiaries or billing the Medi-Cal program and to management regarding the requirements of the Medi-Cal program. (Providers may use attendance at the Electronic Data Systems Provider Training Unit Medi-Cal billing workshops to satisfy part of this requirement – for more information on these seminars, see www.medi-cal.ca.gov, Provider Training)

Exhibit A, Attachment 2

6. The clinical laboratory shall conduct internal monitoring and auditing to evaluate contract compliance and shall develop a corrective action plan for any identified problem areas.

Exhibit A, Attachment 3**FISCAL & MANAGEMENT ANTI-FRAUD ACTIVITIES
FOR A SOLO PRACTITIONER**

Please provide brief descriptions of your clinical laboratory's plan to implement, upon contract commencement, the six (6) mandatory fiscal and management anti-fraud activities listed below. Use only this form and a maximum of one (1) additional sheet of paper for each question's response (this question and the five (5) questions that follow) and complete in accordance with the format requirements found in RFA section I.2.b, Format requirements. **Do not** attach copies of policy or procedure manuals or restate the question as part of your response. **All information contained on this form is subject to the Public Records Act and may be subject to disclosure to the public.**

1. Describe how you will ensure only medically necessary tests are billed to the Medi-Cal program.

Exhibit A, Attachment 3

2. Describe how you will ensure that the written order is reflected in the patient's chart or medical record and how that information is available to the staff member performing the test at the time of testing and available to the staff member(s) responsible for billing.

Exhibit A, Attachment 3

3. Describe how you will ensure that any ambiguous test orders are clarified prior to billing.

Exhibit A, Attachment 3

4. In accordance with Medicare requirements for ICD-9-CM coding on claims submitted to Medicare carriers, physicians/practitioners must provide a diagnosis to the highest degree of accuracy or certainty on all orders and referrals, including pathology specimens, both when the diagnosis is known and when the diagnosis is unknown. Describe how you will ensure that the staff member(s) responsible for billing does not utilize an inappropriate code or does not upcode by selecting a CPT code to obtain maximum reimbursement when such CPT code is not the most appropriate descriptor of the clinical laboratory tests or examination or if all tests in an Organ and Disease Oriented Panel as defined in the CPT were not performed.

Exhibit A, Attachment 3

5. Describe how you will ensure that the staff member(s) responsible for billing, assures that the correct ICD-9 or Family PACT specific "S" diagnosis code information is included on each claim submitted to the Medi-Cal program.

Exhibit A, Attachment 3

6. Describe how you will ensure that clinical laboratory tests or examinations are not billed for specimens that have become aged or otherwise deteriorated. Describe how technical assistance will be provided to the person that allowed the specimen to become aged or otherwise deteriorated.

**CLINICAL LABORATORY COMPLIANCE PROGRAM
FOR A SOLO PRACTITIONER**

Please describe your clinical laboratory's plan to implement, within ninety (90) calendar days of contract commencement, the six (6) mandatory components of the Clinical Laboratory Compliance Program as listed below. Use only this form and a maximum of one (1) additional sheet of paper for each question's response (this question and the five (5) questions that follow) and complete in accordance with the format requirements found in RFA section I.2.b, Format requirements. **Do not** attach copies of policy or procedure manuals or restate the questions as part of your response. **All information contained on this form is subject to the Public Records Act and may be subject to disclosure to the public.**

1. The clinical laboratory shall develop and implement written standards of conduct, as well as written policies and procedures, that promote the clinical laboratory's commitment to compliance and address specific areas of potential fraud, waste and abuse, including but not limited to CPT coding issues, improper ICD-9 or Family PACT specific "S" diagnosis coding and improper claims submissions.

Exhibit A, Attachment 4

2. The laboratory director shall be responsible for the operation and monitoring of the compliance program.

Exhibit A, Attachment 4

3. The clinical laboratory shall develop policies to ensure it does not employ, contract or submit claims for a person or entity listed on the Suspended or Ineligible Provider List published by DHS to identify suspended and otherwise ineligible providers or is a person or entity listed on any list published by the federal DHHS Office of the Inspector General regarding the suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs, to identify suspended, excluded or otherwise ineligible providers (refer to Exhibit A Scope of Work subsection 6(b)(3).

Exhibit A, Attachment 4

4. The clinical laboratory shall maintain a process to receive complaints, including posting the Medi-Cal Fraud Hotline telephone numbers (Attorney General 800-722-0342; DHS 800-822-6222) in conspicuous places visible to clinical laboratory employees in the clinical laboratory and, if applicable, visible to Beneficiaries in the specimen collection site(s) owned and operated by the clinical laboratory.

Exhibit A, Attachment 4

5. The clinical laboratory shall develop and implement regular, effective education, training and retraining programs for all employees providing services to Beneficiaries or billing the Medi-Cal program and to management regarding the requirements of the Medi-Cal program. (Providers may use attendance at the Electronic Data Systems Provider Training Unit Medi-Cal billing workshops to satisfy part of this requirement – for more information on these seminars, see www.medi-cal.ca.gov, Provider Training).

Exhibit A, Attachment 4

6. The clinical laboratory shall conduct internal monitoring and auditing to evaluate contract compliance and how it will develop a corrective action plan for any identified problem areas.

Exhibit B**Payment Provisions**

The purpose of this Exhibit is to define the basis for payment of services that will result from this Contract. Payment shall be made in accordance with the conditions described as follows:

1. Covered Services

The CPT-4 clinical laboratory test or examination codes identified in Exhibit B, Attachment 1, Reimbursement Rates, are covered under this contract.

2. Claims Submission

Claims submitted for reimbursement shall be submitted in accordance with current instructions provided in the Medi-Cal Provider Manual and Medi-Cal Provider Bulletins, as those instructions are from time to time updated.

3. Reimbursements

Reimbursement will be made in accordance with the rates identified in Exhibit B, Attachment 1, Reimbursement Rates. However, the parties recognize that during the life of this Contract, the Medi-Cal program will be a dynamic program requiring changes to the scope of benefits and reimbursement rates, including rates for laboratory tests and examinations. Therefore, the parties agree that if future state law establishes rates for additional clinical laboratory tests or examinations, or permits or requires rates different than those identified below, then reimbursement for services under this Contract shall be at the rates established by or pursuant to future state law. Notwithstanding any other provision of this Contract, these new rates shall become effective and be binding on the parties upon the effective date of the statute or upon DHS giving the Contractor 30 days written notice, whichever occurs sooner.

Exhibit B, Attachment 1

The following CPT codes will be reimbursed at a rate not to exceed the amounts listed, which are approximately 80 percent of (A) the lowest 2002 or (B) the lowest 2003/2004 (codes established in the 2003/2004 CPT) maximum allowance for California established by the federal Medicare program.

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
80048 BASIC METABOLIC PANEL	\$9.36	80186 ASSAY OF PHENYTOIN, FREE	\$15.22
80051 ELECTROLYTE PANEL	\$7.75	80188 ASSAY OF PRIMIDONE	\$18.34
80053 *00 COMPREHENSIVE METABOLIC P	\$11.69	80190 ASSAY OF PROCAINAMIDE	\$18.52
80061 LIPID PROFILE	\$14.81	80192 ASSAY OF PROCAINAMIDE	\$18.52
80069 RENAL FUNCTION PANEL	\$9.60	80194 ASSAY OF QUINIDINE	\$16.14
80074 ACUTE HEPATITIS PANEL	\$52.66	80196 ASSAY OF SALICYLATE	\$7.85
80076 HEPATIC FUNCTION PANEL	\$9.03	80197 ASSAY OF TACROLIMUS	\$15.18
80100 DRUG SCREEN, QUALITATE/MULTI	\$16.08	80198 ASSAY OF THEOPHYLLINE	\$15.65
80101 DRUG SCREEN, SINGLE	\$15.22	80200 ASSAY OF TOBRAMYCIN	\$17.82
80102 DRUG, CONFIRMATION, EACH PRO	\$14.65	80201 ASSAY OF TOPIRAMATE	\$13.18
80150 ASSAY, AMIKACIN	\$16.66	80202 ASSAY OF VANCOMYCIN	\$14.98
80152 ASSAY, AMITRYPTYLINE	\$19.79	80299 QUANTITATIVE ASSAY, DRUG	\$15.14
80154 ASSAY, BENZODIAZEPINES	\$20.45	81000 URINALYSIS, NONAUTO W/SCOPE	\$3.50
80156 ASSAY, CARBAMAZEPINE, TOTAL	\$16.10	81001 URINALYSIS, AUTO W/SCOPE	\$3.50
80157 ASSAY, CARBAMAZEPINE, FREE	\$10.99	81002 URINALYSIS, NONAUTO W/O SCOP	\$2.83
80158 ASSAY, CYCLOSPORINE	\$19.96	81003 URINALYSIS, AUTO, W/O SCOPE	\$2.48
80160 ASSAY, DESIPRAMINE	\$9.78	81005 URINALYSIS; QUAL OR SEMI-QUAN	\$2.40
80162 ASSAY OF DIGOXIN	\$14.68	81007 URINE SCREEN FOR BACTERIA	\$2.84
80164 ASSAY, DIPROPYLACETIC ACID	\$14.98	81015 MICROSCOPIC EXAM OF URINE	\$3.36
80166 ASSAY, DOXEPIN	\$17.14	81020 URINALYSIS, GLASS TEST	\$4.07
80168 ASSAY, ETHOSUXIMIDE	\$18.06	81025 URINE PREGNANCY TEST	\$4.34
80170 ASSAY OF GENTAMICIN	\$18.12	81050 URINALYSIS, VOLUME MEASURE	\$3.31
80172 ASSAY OF GOLD	\$18.02	82000 ASSAY OF BLOOD ACETALDEHYDE	\$13.70
80173 ASSAY OF HALOPERIDOL	\$16.10	82003 ASSAY OF ACETAMINOPHEN	\$22.37
80174 ASSAY, IMIPRAMINE	\$19.03	82009 TEST FOR ACETONE	\$5.00
80176 ASSAY OF LIDOCAINE	\$16.24	82010 ACETONE ASSAY	\$9.03
80178 ASSAY OF LITHIUM	\$7.30	82013 ACETYLCHOLINESTERASE ASSAY	\$12.35
80182 ASSAY OF NORTRIPTYLINE	\$14.98	82016 ACYLCARNITINES, QUAL	\$15.33
80184 ASSAY OF PHENOBARBITAL	\$12.66	82017 ACYLCARNITINES, QUANT	\$18.65
80185 ASSAY OF PHENYTOIN, TOTAL	\$14.66	82024 ASSAY OF ACTH	\$42.70

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
82030 ASSAY OF ADP & AMP	\$28.52	82232 ASSAY OF BETA-2 PROTEIN	\$17.89
82040 ASSAY OF SERUM ALBUMIN	\$5.48	82239 ASSAY, BILE ACIDS, TOTAL	\$18.94
82042 ASSAY OF URINE ALBUMIN	\$4.67	82240 ASSAY BILE ACIDS IN BLOOD	\$29.38
82043 MICROALBUMIN, QUANTITATIVE	\$6.40	82247 BILIRUBIN, TOTAL	\$5.55
82044 MICROALBUMIN, SEMIQUANT	\$5.06	82248 BILIRUBIN, DIRECT	\$5.55
82055 ASSAY OF ETHANOL	\$11.94	82252 FECAL BILIRUBIN TEST	\$5.02
82085 ASSAY OF BLOOD ALDOLASE	\$10.74	82261 ASSAY OF BIOTINIDASE	\$18.65
82088 ASSAY OF ALDOSTERONE	\$45.06	82270 TEST FOR BLOOD, FECES	\$3.59
82101 ASSAY OF URINE ALKALOIDS	\$33.18	82273 TEST FOR BLOOD, OTHER SOURCE	\$3.59
82103 ALPHA - 1 - ANTITRYPSIN, TOTAL	\$14.85	82286 BRADYKININ	\$7.62
82104 ALPHA - 1 - ANTITRYPSIN, PHENO	\$15.98	82300 ASSAY OF CADMIUM	\$25.58
82105 ALPHA-FETOPROTEIN, SERUM	\$18.54	82306 ASSAY OF VITAMIN D	\$32.73
82106 ALPHA-FETOPROTEIN, AMNIOTIC	\$18.54	82307 RIA ASSAY OF VITAMIN D	\$35.62
82108 ASSAY OF ALUMINUM	\$28.18	82308 RIA ASSAY OF CALCITONIN	\$29.61
82120 AMINES, VAGINAL FLUID QUAL	\$4.15	82310 ASSAY OF CALCIUM	\$5.70
82127 AMINO ACID, SINGLE QUAL	\$15.33	82330 ASSAY OF CALCIUM	\$15.10
82128 AMINO ACIDS, MULT QUAL	\$15.33	82331 CALCIUM INFUSION TEST	\$5.72
82131 AMINO ACIDS, SINGLE QUANT	\$18.65	82340 ASSAY OF CALCIUM IN URINE	\$6.67
82135 ASSAY, AMINOLEVULINIC ACID	\$18.20	82355 CALCULUS ANALYSIS, QUAL	\$12.79
82136 AMINO ACIDS, QUANT, 2-5	\$18.65	82360 CALCULUS ASSAY, QUANT	\$14.24
82139 AMINO ACIDS, QUAN, 6 OR MORE	\$18.65	82365 CALCULUS SPECTROSCOPY	\$14.26
82140 ASSAY OF BLOOD AMMONIA	\$16.11	82370 X-RAY ASSAY, CALCULUS	\$13.86
82143 AMNIOTIC FLUID SCAN	\$7.60	82373 ASSAY, C-D TRANSFER MEASURE	\$19.97
82145 ASSAY OF AMPHETAMINES	\$17.18	82374 ASSAY, BLOOD CARBON DIOXIDE	\$5.41
82150 ASSAY OF SERUM AMYLASE	\$7.17	82375 ASSAY, BLOOD CARBON MONOXID	\$13.62
82154 ANDROSTANEDIOL GLUCURONIDE	\$31.88	82376 TEST FOR CARBON MONOXIDE	\$6.62
82157 RIA ASSAY OF ANDROSTENEDIONE	\$32.37	82378 CARCINOEMBRYONIC ANTIGEN	\$20.98
82160 ASSAY OF ANDROSTERONE	\$27.66	82379 ASSAY OF CARNITINE	\$18.65
82163 RIA ASSAY OF ANGIOTENSIN II	\$22.70	82380 ASSAY OF CAROTENE	\$10.20
82164 ANGIOTENSIN ENZYME TEST	\$16.14	82382 ASSAY, URINE CATECHOLAMINES	\$19.01
82172 ASSAY OF APOLIPOPROTEIN	\$16.05	82383 ASSAY, BLOOD CATECHOLAMINES	\$27.70
82175 ASSAY OF ARSENIC	\$20.98	82384 ASSAY, THREE CATECHOLAMINES	\$27.92
82180 ASSAY OF ASCORBIC ACID	\$10.93	82387 CATHESPIN-D	\$23.00
82205 ASSAY OF BARBITURATES	\$12.66	82390 ASSAY OF CERULOPLASMIN	\$11.87

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
82397 CHEMILUMINESCENT ASSAY	\$15.62	82570 ASSAY OF URINE CREATININE	\$5.72
82415 CHLORAMPHENICOL	\$14.01	82575 CREATININE CLEARANCE TEST	\$10.45
82435 ASSAY OF BLOOD CHLORIDE	\$5.08	82585 ASSAY OF CRYOFIBRINOGEN	\$9.48
82436 ASSAY OF URINE CHLORIDE	\$5.56	82595 ASSAY OF CRYOGLOBULIN	\$6.75
82438 ASSAY, OTHER FLUID CHLORIDES	\$5.41	82600 ASSAY OF CYANIDE	\$21.45
82441 TEST FOR CHLOROHYDROCARBON	\$6.64	82607 RIA ASSAY FOR VITAMIN B-12	\$16.66
82465 ASSAY, BLD/SERUM CHOLESTEROL	\$4.82	82608 B-12 BINDING CAPACITY	\$15.84
82480 ASSAY, SERUM CHOLINESTERASE	\$8.71	82615 TEST FOR URINE CYSTINES	\$9.03
82482 ASSAY, RBC CHOLINESTERASE	\$8.50	82626 DEHYDROEPIANDROSTERONE, RIA	\$27.94
82485 ASSAY, CHONDROITIN SULFATE	\$22.83	82627 DEHYDROEPIANDROSTERONE	\$24.58
82486 GAS/LIQUID CHROMATOGRAPHY	\$19.97	82633 DESOXYCORTICOSTERONE, RIA	\$34.25
82487 CHROMATOGRAPHY, QUALITATIVE;	\$17.65	82634 DEOXYCORTISOL, RIA	\$32.37
82488 CHROMATOGRAPHY, QUALITATIVE;	\$23.62	82638 ASSAY OF DIBUCAINE NUMBER	\$13.54
82489 THIN LAYER CHROMATOGRAPHY	\$20.45	82646 ASSAY OF DIHYDROCODINONE	\$22.83
82491 CHROMOTOGRAPHY, QUANT, SING	\$19.97	82649 ASSAY OF DIHYDROMORPHINONE	\$28.42
82492 CHROMOTOGRAPHY, QUANT, MULT	\$19.97	82651 ASSAY OF DIHYDROTESTOSTERON	\$28.54
82495 ASSAY OF CHROMIUM	\$22.42	82652 ASSAY OF DIHYDROXYVITAMIN D	\$39.18
82507 ASSAY OF CITRATE	\$30.74	82654 ASSAY OF DIMETHADIONE	\$15.31
82520 ASSAY OF COCAINE	\$16.75	82657 ENZYME CELL ACTIVITY	\$19.97
82523 COLLAGEN CROSSLINKS	\$20.50	82658 ENZYME CELL ACTIVITY, RA	\$19.97
82525 ASSAY OF COPPER	\$13.72	82664 ELECTROPHORETIC TEST	\$37.98
82528 ASSAY OF CORTICOSTERONE	\$24.89	82666 EPIANDROSTERONE	\$23.75
82530 ASSAY, FREE CORTISOL	\$18.48	82668 ASSAY OF ERYTHROPOIETIN	\$20.78
82533 RIA ASSAY PLASMA CORTISOL	\$18.02	82670 ASSAY OF ESTRADIOL	\$30.90
82540 ASSAY OF CREATINE	\$5.12	82671 ASSAY OF ESTROGENS	\$35.71
82541 COLUMN CHROMOTOGRAPHY, QUA	\$19.97	82672 ASSAY OF ESTROGEN	\$23.98
82542 COLUMN CHROMOTOGRAPHY, QUA	\$19.97	82677 ASSAY OF ESTRIOL	\$26.74
82543 COLUMN CHROMOTOGRAPHY/ISOT	\$19.97	82679 ASSAY OF ESTRONE	\$27.60
82544 COLUMN CHROMOTOGRAPH/ISOTO	\$19.97	82690 ASSAY OF ETHCHLORVYNOL	\$19.11
82550 ASSAY OF CK (CPK)	\$7.21	82693 ASSAY OF ETHYLENE GLYCOL	\$16.47
82552 ASSAY OF CPK IN BLOOD	\$14.81	82696 ETIOCHOLANOLONE	\$26.08
82553 CREATINE, MB FRACTION	\$12.76	82705 FATS/LIPIDS, FECES, QUAL	\$5.63
82554 CREATINE, ISOFORMS	\$13.12	82710 FATS/LIPIDS, FECES, QUANT	\$18.57
82565 ASSAY OF CREATININE	\$5.66	82715 ASSAY OF FECAL FAT	\$19.03

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
82725 ASSAY OF BLOOD FATTY ACIDS	\$14.72	82955 ASSAY OF G6PD ENZYME	\$10.72
82726 LONG CHAIN FATTY ACIDS	\$19.97	82960 TEST FOR G6PD ENZYME	\$6.70
82728 ASSAY OF FERRITIN	\$15.06	82962 GLUCOSE BLOOD TEST	\$2.58
82731 ASSAY OF FETAL FIBRONECTIN	\$71.21	82963 ASSAY OF GLUCOSIDASE	\$23.75
82735 ASSAY OF FLUORIDE	\$20.50	82965 ASSAY OF GDH ENZYME	\$8.54
82742 ASSAY OF FLURAZEPAM	\$21.89	82975 ASSAY OF GLUTAMINE	\$17.50
82746 BLOOD FOLIC ACID RIA	\$16.26	82977 ASSAY OF GGT ENZYME	\$7.96
82747 ASSAY OF FOLIC ACID, RBC	\$19.14	82978 ASSAY OF GLUTATHIONE	\$15.76
82757 ASSAY OF SEMEN FRUCTOSE	\$19.18	82979 ASSAY, RBC GLUTATHIONE	\$7.62
82759 GALACTOKINASE, RBC	\$23.75	82980 ASSAY OF GLUTETHIMIDE	\$20.26
82760 ASSAY OF GALACTOSE	\$12.38	82985 GLYCOPROTEIN ELECTROPHORESI	\$16.66
82775 ASSAY GALACTOSE TRANSFERASE	\$23.29	83001 PITUITARY GONADOTROPIN RIA	\$20.55
82776 GALACTOSE TRANSFERASE TEST	\$9.27	83002 PITUITARY GONADOTROPINS RIA	\$20.48
82784 ASSAY OF GAMMAGLOBULIN IGM	\$8.76	83003 ASSAY, GROWTH HORMONE (HGH)	\$18.43
82785 ASSAY OF GAMMAGLOBULIN IGE	\$18.21	83008 GUANOSINE MONOPHOSPHATE (G	\$18.56
82787 IGG 1, 2, 3 OR 4, EACH	\$8.87	83010 ASSAY OF HAPTOGLOBIN, QUANT	\$13.90
82800 BLOOD PH	\$9.21	83012 ASSAY OF HAPTOGLOBINS	\$19.01
82803 BLOOD GASES: PH, PO2 & PCO2	\$21.39	83013 H PYLORI ANALYSIS	\$74.47
82805 GASES,BLOOD,ANY COMB PH,PCO2	\$31.37	83014 H PYLORI DRUG ADMIN/COLLECT	\$8.69
82810 GASES,BLOOD,O2 SATURATION ON	\$9.65	83015 HEAVY METAL SCREENING	\$17.66
82820 HEMOGLOBIN - OXYGEN AFFIN	\$11.06	83018 CHROMATOGRAPH SCREEN, META	\$24.28
82926 ASSAY OF GASTRIC ACID	\$5.90	83020 HEMOGLOBIN ELECTROPHORESIS	\$14.24
82928 ASSAY OF GASTRIC ACID	\$7.24	83021 HEMOGLOBIN CHROMOTOGRAPHY	\$19.97
82938 GASTRIN AFTER SECRETIN STIMUL	\$19.57	83026 HEMOGLOBIN, COPPER SULFATE	\$2.61
82941 RIA ASSAY OF GASTRIN	\$19.50	83030 FETAL HEMOGLOBIN, CHEMICAL	\$9.14
82943 RIA ASSAY OF GLUCAGON	\$15.80	83033 FETAL HEMOGLOBIN ASSAY, QUAL	\$6.59
82945 GLUCOSE OTHER FLUID	\$4.34	83036 GLYCOSYLATED HEMOGLOBIN TES	\$10.74
82946 GLUCAGON TOLERANCE TEST	\$16.66	83045 BLOOD METHEMOGLOBIN TEST	\$5.48
82947 ASSAY, GLUCOSE, BLOOD QUANT	\$4.34	83050 BLOOD METHEMOGLOBIN ASSAY	\$8.10
82948 STICK ASSAY OF BLOOD GLUCOSE	\$3.50	83051 ASSAY OF PLASMA HEMOGLOBIN	\$8.08
82950 GLUCOSE TEST	\$5.25	83055 BLOOD SULFHEMOGLOBIN TEST	\$5.44
82951 GLUCOSE TOLERANCE TEST (GTT)	\$14.24	83060 BLOOD SULFHEMOGLOBIN ASSAY	\$9.14
82952 GTT-ADDED SAMPLES	\$4.34	83065 HEMOGLOBIN; THERMOLABILE	\$7.62
82953 GLUCOSE-TOLBUTAMIDE TEST	\$16.74	83068 HEMOGLOBIN STABILITY SCREEN	\$9.37

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
83069 HEMOGLOBIN; URINE	\$4.36	83662 FOAM STABILITY, FETAL LUNG	\$20.91
83070 ASSAY OF HEMOSIDERIN, QUAL	\$5.25	83663 FLUORO POLARIZE, FETAL LUNG	\$10.46
83071 ASSAY OF HEMOSIDERIN, QUANT	\$7.60	83664 LAMELLAR BDY, FETAL LUNG	\$5.22
83080 ASSAY OF B HEXOSAMINIDASE	\$18.65	83670 ASSAY OF LAP ENZYME	\$10.13
83088 ASSAY OF HISTAMINE	\$32.65	83690 ASSAY OF LIPASE	\$7.62
83090 ASSAY OF HOMOCYSTINE	\$18.65	83715 ASSAY OF BLOOD LIPOPROTEINS	\$12.45
83150 ASSAY OF FOR HVA	\$21.39	83716 ASSAY OF BLOOD LIPOPROTEINS	\$27.44
83491 RIA ASSAY OF CORTICOSTEROIDS	\$19.37	83718 ASSAY OF LIPOPROTEIN	\$9.05
83497 ASSAY OF 5-HIAA	\$14.26	83719 ASSAY OF BLOOD LIPOPROTEIN	\$12.19
83498 RIA ASSAY OF PROGESTERONE	\$30.03	83721 ASSAY OF BLOOD LIPOPROTEIN	\$10.54
83499 HYDROXYPROGESTERONE, 20-	\$27.86	83727 ASSAY OF LRH HORMONE	\$19.01
83500 ASSAY, FREE HYDROXYPROLINE	\$25.04	83735 ASSAY OF MAGNESIUM	\$7.41
83505 ASSAY, TOTAL HYDROXYPROLINE	\$26.87	83775 UV-ASSAY OF MD ENZYME	\$8.15
83516 IMMUNOASSAY, NONANTIBODY	\$10.27	83785 ASSAY OF MANGANESE	\$27.18
83518 IMMUNOASSAY FOR ANALYTE OTH	\$6.03	83788 MASS SPECTROMERTY AND TANDE	\$19.97
83519 IMMUNOASSAY, NONANTIBODY	\$14.94	83789 MASS SPECTROMETRY QUANT	\$19.97
83520 IMMUNOASSAY	\$14.31	83805 ASSAY OF MEPROBAMATE	\$19.49
83525 RIA ASSAY OF INSULIN	\$12.65	83825 ASSAY OF MERCURY	\$17.98
83527 INSULIN	\$14.32	83835 ASSAY OF METANEPHRINES	\$18.73
83528 ASSAY OF INTRINSIC FACTOR	\$17.58	83840 ASSAY OF METHADONE	\$18.05
83540 ASSAY OF IRON	\$7.16	83857 METHEMALBUMIN	\$11.87
83550 SERUM IRON BINDING TEST	\$7.96	83858 ASSAY OF METHSUXIMIDE	\$16.38
83570 ASSAY OF IDH ENZYME	\$9.78	83864 BLOOD MUCOPOLYSACCHARIDES	\$22.01
83582 ASSAY OF KETOGENIC STEROIDS	\$15.67	83866 MUCOPOLYSACCHARIDES SCREEN	\$10.90
83586 ASSAY 17- KETOSTEROIDS	\$14.15	83872 ASSAY SYNOVIAL FLUID MUCIN	\$6.41
83593 FRACTIONATION, KETOSTEROIDS	\$29.08	83873 ASSAY OF CSF PROTEIN	\$19.02
83605 ASSAY OF LACTIC ACID	\$11.81	83874 ASSAY OF MYOGLOBIN	\$14.27
83615 UV-ASSAY BLOOD LDH ENZYME	\$6.68	83880 ASSAY NALORPHINE	\$37.94
83625 ASSAY OF LDH ENZYMES	\$14.15	83883 ASSAY, NEPHELOMETRY NOT SPEC	\$15.03
83632 RIA PLACENTAL LACTOGEN	\$22.34	83885 ASSAY OF NICKEL	\$27.09
83633 TEST URINE FOR LACTOSE	\$6.09	83887 ASSAY OF NICOTINE	\$26.18
83634 LACTOSE, URINE; QUANTITATIVE	\$12.74	83890 MOLECULE ISOLATE	\$4.43
83655 ASSAY OF LEAD	\$13.38	83891 MOLECULE ISOLATE NUCLEIC	\$4.43
83661 L/S RATIO, FETAL LUNG	\$24.30	83892 MOLECULAR DIAGNOSTICS	\$4.43

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
83893 MOLECULE DOT/SLOT/BLOT	\$4.43	84087 PHOPHOEXOSE ISOMERASE	\$11.42
83894 MOLECULE GEL ELECTROPHOR	\$4.43	84100 ASSAY OF PHOSPHORUS	\$5.25
83896 MOLECULAR DIAGNOSTICS	\$4.43	84105 ASSAY OF URINE PHOSPHORUS	\$5.72
83897 MOLECULE NUCLEIC TRANSFER	\$4.43	84106 TEST FOR PORPHOBILINOGEN	\$4.74
83898 MOLECULE NUCLEIC AMPLI	\$18.54	84110 ASSAY OF PORPHOBILINOGEN	\$9.34
83901 MOLECULE NUCLEIC AMPLI	\$18.54	84119 TEST URINE FOR PORPHYRINS	\$9.52
83902 MOLECULAR DIAGNOSTICS	\$15.69	84120 ASSAY OF URINE PORPHYRINS	\$16.26
83903 MOLECULE MUTATION SCAN	\$18.54	84126 ASSAY OF FECES PORPHYRINS	\$28.16
83904 MOLECULE MUTATION IDENTIFY	\$18.54	84127 ASSAY OF FECES PORPHYRINS	\$12.88
83905 MOLECULE MUTATION IDENTIFY	\$18.54	84132 ASSAY OF SERUM POTASSIUM	\$5.08
83906 MOLECULAR DIAGNOSTICS; MUTAT	\$18.54	84133 ASSAY OF URINE POTASSIUM	\$4.75
83912 GENETIC EXAMINATION	\$4.43	84134 ASSAY OF PREALBUMIN	\$16.13
83915 ASSAY OF NUCLEOTIDASE	\$12.33	84135 ASSAY OF PREGNANEDIOL	\$21.15
83916 OLIGOCLONAL BANDS	\$22.23	84138 ASSAY OF PREGNANETRIOL	\$20.93
83918 ORGANIC ACIDS, TOTAL, QUANT	\$18.20	84140 ASSAY OF PREGNENOLONE	\$22.86
83919 ORGANIC ACIDS, QUAL, EACH	\$18.20	84143 ASSAY OF 17-HYDROXYPREGNENO	\$25.23
83921 ORGANIC ACID, SINGLE, QUANT	\$18.20	84144 ASSAY OF PROGESTERONE	\$23.06
83925 ASSAY OF OPIATES	\$21.51	84146 ASSAY OF PROLACTIN	\$21.42
83930 ASSAY OF BLOOD OSMOLALITY	\$7.30	84150 RIA ASSAY OF PROSTAGLANDIN	\$27.60
83935 ASSAY OF URINE OSMOLALITY	\$7.54	84152 ASSAY OF PSA, COMPLEXED	\$20.34
83945 ASSAY OF OXALATE	\$14.24	84153 ASSAY OF PSA, TOTAL	\$20.34
83970 RIA ASSAY OF PARATHORMONE	\$45.63	84154 ASSAY OF PSA, FREE	\$20.34
83986 ASSAY OF BODY FLUID ACIDITY	\$3.96	84155 ASSAY OF PROTEIN	\$4.05
83992 ASSAY FOR PHENCYCLIDINE	\$15.84	84156 ASSAY OF PROTEIN, URINE	\$4.10
84022 ASSAY URINE PHENOTHIAZINE	\$17.22	84160 ASSAY OF SERUM PROTEIN	\$5.72
84030 ASSAY OF BLOOD PKU	\$6.09	84165 ASSAY OF SERUM PROTEINS	\$11.87
84035 ASSAY OF PHENYLKETONES	\$4.04	84181 WESTERN BLOT TEST	\$18.83
84060 ASSAY BLOOD ACID PHOSPHATAS	\$8.16	84182 WESTERN BLOT TEST	\$19.90
84066 ASSAY PROSTATE PHOSPHATASE	\$10.68	84202 ASSAY RBC PROTOPORPHYRIN	\$15.86
84075 ASSAY ALKALINE PHOSPHATASE	\$5.72	84203 TEST RBC PROTOPORPHYRIN	\$9.51
84078 ASSAY ALKALINE PHOSPHATASE	\$7.66	84206 RIA ASSAY OF PROINSULIN	\$19.70
84080 ASSAY ALKALINE PHOSPHATASES	\$16.35	84207 ASSAY OF VITAMIN B-6	\$31.06
84081 AMNIOTIC FLUID ENZYME TEST	\$18.27	84210 ASSAY OF PYRUVATE	\$12.01
84085 PHOSPHOGLUCONATE, 6-, DEHYDR	\$7.46	84220 ASSAY OF PYRUVATE KINASE	\$10.43

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
84228 QUININE	\$12.86	84443 ASSAY THYROID STIM HORMONE	\$18.57
84233 ASSAY OF ESTROGEN	\$71.21	84445 ASSAY OF TSI	\$56.22
84234 ASSAY OF PROGESTERONE	\$71.71	84446 ASSAY OF VITAMIN E	\$15.68
84235 ASSAY OF ENDOCRINE HORMONE	\$57.85	84450 UV-ASSAY TRANSAMINASE (SGOT)	\$5.71
84238 ASSAY, NONENDOCRINE RECEPTO	\$40.42	84460 UV-ASSAY TRANSAMINASE (SGPT)	\$5.86
84244 RIA ASSAY OF RENIN	\$24.32	84466 ASSAY OF TRANSFERRIN	\$14.12
84252 ASSAY OF VITAMIN B-2	\$22.37	84478 ASSAY OF TRIGLYCERIDES	\$6.36
84255 ASSAY OF SELENIUM	\$28.22	84479 ASSAY OF THYROID (T3 OR T4)	\$7.16
84260 ASSAY OF SEROTONIN	\$34.25	84480 ASSAY, TRIIODOTHYRONINE (T3)	\$15.68
84270 ASSAY OF SEX HORMONE GLOBUL	\$24.02	84481 RIA ASSAY (FT-3)	\$18.73
84275 ASSAY OF SIALIC ACID	\$14.85	84482 REVERSE ASSAY (T3)	\$17.42
84285 SILICA	\$26.04	84484 ASSAY OF TROPONIN, QUANT	\$10.88
84295 ASSAY OF SERUM SODIUM	\$5.32	84485 ASSAY DUODENAL FLUID TRYPSIN	\$8.30
84300 ASSAY OF URINE SODIUM	\$5.38	84488 TEST FECES FOR TRYPSIN	\$8.07
84302 ASSAY OF SWEAT SODIUM	\$5.43	84490 ASSAY OF FECES FOR TRYPSIN	\$8.42
84305 ASSAY OF SOMATOMEDIN	\$21.92	84510 ASSAY OF TYROSINE	\$11.50
84307 ASSAY OF SOMATOSTATIN	\$20.22	84512 ASSAY OF TROPONIN, QUAL	\$8.51
84311 SPECTROPHOTOMETRY	\$7.73	84520 ASSAY OF UREA NITROGEN	\$4.36
84315 BODY FLUID SPECIFIC GRAVITY	\$2.77	84525 STICK-ASSAY BUN	\$4.15
84375 CHROMATOGRAM ASSAY, SUGARS	\$21.67	84540 ASSAY OF URINE/UREA-N	\$5.25
84376 SUGARS, SINGLE, QUAL	\$6.09	84545 UREA-N CLEARANCE TEST	\$7.30
84377 SUGARS, MULTIPLE, QUAL	\$6.09	84550 ASSAY OF BLOOD/URIC ACID	\$5.00
84378 SUGARS SINGLE QUANT	\$12.74	84560 ASSAY OF URINE/URIC ACID	\$5.25
84379 SUGARS (MOMO-, DI- AND OLIGOSA	\$12.74	84577 UROBILINOGEN, FECES, QUANTITA	\$13.79
84392 ASSAY OF URINE SULFATE	\$5.25	84578 TEST URINE UROBILINOGEN	\$3.58
84402 ASSAY OF TESTOSTERONE	\$28.15	84580 ASSAY OF URINE UROBILINOGEN	\$7.85
84403 ASSAY OF TOTAL TESTOSTERONE	\$28.54	84583 ASSAY OF URINE UROBILINOGEN	\$5.56
84425 ASSAY OF VITAMIN B-1	\$23.48	84585 ASSAY OF URINE VMA	\$17.14
84430 ASSAY OF THIOCYANATE	\$12.86	84588 ASSAY OF VASOPRESSIN	\$37.53
84432 ASSAY OF THYROGLOBULIN	\$17.76	84590 ASSAY OF VITAMIN A	\$12.82
84436 ASSAY OF TOTAL THYROXINE	\$7.60	84591 ASSAY OF NOS VITAMIN	\$12.82
84437 ASSAY OF NEONATAL THYROXINE	\$7.16	84597 ASSAY OF VITAMIN K	\$15.15
84439 ASSAY OF FREE THYROXINE	\$9.97	84600 ASSAY OF VOLATILES	\$17.77
84442 ASSAY OF THYROID ACTIVITY	\$16.35	84620 XYLOSE TOLERANCE TEST	\$13.10

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
84630 ASSAY OF ZINC	\$12.59	85246 BLOOD CLOT FACTOR VIII TEST	\$25.38
84681 ASSAY OF C-PEPTIDE	\$21.64	85247 BLOOD CLOT FACTOR VIII TEST	\$25.38
84702 CHORIONIC GONADOTROPIN TEST	\$16.64	85250 BLOOD CLOT FACTOR IX TEST	\$21.05
84703 CHORIONIC GONADOTROPIN ASSA	\$8.30	85260 BLOOD CLOT FACTOR X TEST	\$19.80
84830 OVULATION TESTS	\$9.86	85270 BLOOD CLOT FACTOR XI TEST	\$19.80
85002 BLEEDING TIME TEST	\$4.98	85280 BLOOD CLOT FACTOR XII TEST	\$21.39
85004 AUTOMATED DIFF WBC COUNT	\$7.23	85290 BLOOD CLOT FACTOR XIII TEST	\$18.06
85007 DIFFERENTIAL WBC COUNT	\$3.81	85291 BLOOD CLOT FACTOR XIII TEST	\$9.82
85008 NONDIFFERENTIAL WBC COUNT	\$3.81	85292 BLOOD CLOT FACTOR ASSAY	\$20.94
85009 DIFFERENTIAL WBC COUNT	\$4.11	85293 BLOOD CLOT FACTOR ASSAY	\$20.94
85013 SPUN, MICROHEMATOCRIT	\$2.62	85300 ANTITHROMBIN III TEST	\$13.10
85014 HEMATOCRIT	\$2.62	85301 ANTITHROMBIN III TEST	\$11.96
85018 HEMOGLOBIN, COLORIMETRIC	\$2.62	85302 BLOOD CLOT INHIBITOR ASSAY	\$13.29
85025 AUTOMATED HEMOGRAM	\$8.59	85303 BLOOD CLOT INHIBITOR TEST	\$15.29
85027 AUTOMATED HEMOGRAM	\$7.16	85305 BLOOD CLOT INHIBITOR ASSA	\$12.82
85032 MANUAL CELL COUNT, EACH	\$4.81	85306 BLOOD CLOT INHIBITOR TEST	\$16.94
85041 RED BLOOD CELL (RBC) COUNT	\$3.33	85307 ASSAY ACTIVATED PROTEIN C	\$16.94
85044 RETICULOCYTE COUNT	\$4.75	85335 FACTOR INHIBITOR TEST	\$14.24
85045 RETICUTOCYTE COUNT	\$4.43	85337 THROMBOMODULIN	\$11.53
85046 RETICYTE/HGB CONCENTRATE	\$6.18	85345 COAGULATION TIME	\$4.75
85048 WHITE BLOOD CELL (WBC) COUNT	\$2.82	85347 COAGULATION TIME	\$4.70
85049 AUTOMATED PLATELET COUNT	\$5.00	85348 COAGULATION TIME	\$4.11
85055 RETICULATED PLATELET ASSAY	\$29.93	85360 EUGLOBULIN LYSIS	\$9.29
85060 BLOOD SMEAR INTERPRETATION	\$20.58	85362 FIBRIN DEGRADATION PRODUCTS	\$7.43
85097 BONE MARROW INTERPRETATION	\$65.53	85366 FIBRINOGEN TEST	\$9.29
85130 CHROMOGENIC SUBSTATE ASSAY	\$13.15	85370 FIBRINOGEN TEST	\$12.56
85170 BLOOD CLOT RETRACTION SCREE	\$4.00	85378 FIBRIN DEGRADATION	\$7.89
85175 BLOOD CLOT LYSIS TIME	\$5.02	85379 FIBRIN DEGRADATION	\$11.25
85210 BLOOD CLOT FACTOR II TEST	\$14.36	85380 FIBRIN DEGRADATION, VTE	\$11.38
85220 BLOOD CLOT FACTOR V TEST	\$19.51	85384 FIBRINOGEN	\$9.39
85230 BLOOD CLOT FACTOR VII TEST	\$19.80	85385 FIBRINOGEN	\$9.39
85240 BLOOD CLOT FACTOR VIII TEST	\$19.80	85390 FIBRINOLYSINS SCREEN	\$5.70
85244 BLOOD CLOT FACTOR VIII TEST	\$22.58	85400 FIBRINOLYTIC PLASMIN	\$9.78
85245 BLOOD CLOT FACTOR VIII TEST	\$25.38	85410 FIBRINOLYTIC ANTIPLASMIN	\$8.53

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
85415 FIBRINOLYTIC PLASMINOGEN	\$19.01	86001 ALLERGEN SPECIFIC IGG	\$5.78
85420 FIBRINOLYTIC PLASMINOGEN	\$7.23	86003 ALLERGEN SPEC. IGE; QUANTIT/SE	\$5.78
85421 FIBRINOLYTIC PLASMINOGEN	\$11.26	86021 WBC ANTIBODY IDENTIFICATION	\$15.88
85441 HEINZ BODIES, DIRECT	\$4.65	86022 PLATELET ANTIBODIES	\$20.30
85445 HEINZ BODIES, INDUCED	\$7.54	86023 IMMUNOGLOBULIN ASSAY	\$13.77
85460 HEMOGLOB / RBCS, FETAL, F/FETO	\$8.55	86038 ANTINUCLEAR ANTIBODIES, RIA	\$13.36
85461 HEMOGLOBIN OR RBCS FETAL FOR	\$7.34	86039 ANTINUCLEAR ANTIBODIES TITER	\$12.34
85475 HEMOLYSIN ACID	\$9.81	86060 ANTISTREPTOLYSIN O, TITER	\$8.07
85520 HEPARIN ASSAY	\$14.47	86063 ANTISTREPTOLYSIN O, SCREEN	\$6.38
85525 NEUTRALIZE HEPARIN	\$10.27	86077 PHYSICIAN BLOOD BANK SERVICE	\$44.58
85530 HEPARIN-PROTAMINE TOLERANCE	\$15.68	86078 PHYSICIAN BLOOD BANK SERVICE	\$45.08
85536 IRON STAIN PERIPHERAL BLOOD	\$7.16	86079 PHYSICIAN BLOOD BANK SERVICE	\$45.08
85540 WBC ALKALINE PHOSPHATASE	\$9.50	86140 C-REACTIVE PROTEIN	\$5.72
85547 MECHANICAL FRAGILITY, RBC	\$9.50	86141 C-REACTIVE PROTEIN, HS	\$14.31
85549 SERUM MURAMIDASE	\$20.74	86146 GLYCOPROTEIN ANTIBODY	\$24.23
85555 RBC OSMOTIC FRAGILITY	\$7.39	86147 CARDIOLIPIN ANTIBODY	\$24.23
85557 RBC OSMOTIC FRAGILITY	\$14.77	86148 ANTI-PHOSPHATIDYLSERINE ANTIB	\$17.76
85576 BLOOD PLATELET AGGREGATION	\$23.75	86155 CHEMOTAXIS ASSAY	\$17.66
85597 PLATELET NEUTRALIZATION	\$19.87	86156 COLD AGGLUTININ, SCREEN	\$7.41
85610 PROTHROMBIN TIME	\$4.34	86157 COLD AGGLUTININ, TITER	\$8.91
85611 PROTHROMBIN TEST	\$4.36	86160 COMPLEMENT, ANTIGEN	\$13.27
85612 VIPER VENOM PROTHROMBIN TIME	\$10.58	86161 COMPLEMENT/FUNCTION ACTIVITY	\$13.27
85613 RUSSELL VIPER VENOM, DILUTED	\$10.58	86162 COMPLEMENT; TOTAL (CH 50)	\$22.46
85635 REPTILASE TEST	\$10.89	86171 COMPLEMENT FIXATION, EACH	\$11.08
85651 RBC SED RATE, NONAUTOMATED	\$3.93	86185 COUNTERELECTROPHORESIS, EAC	\$9.90
85652 RBC SED RATE, AUTOMATED	\$2.98	86215 DEOXYRIBONUCLEASE, ANTIBODY	\$14.66
85660 RBC SICKLE CELL TEST	\$6.10	86225 DNA ANTIBODY	\$15.19
85670 THROMBIN TIME; PLASMA	\$6.38	86226 DNA ANTIBODY	\$13.38
85675 THROMBIN TIME; TITER	\$7.58	86235 NUCLEAR ANTIGEN ANTIBODY	\$18.96
85705 THROMBOPLASTIN INHIBITION	\$10.65	86243 FC RECEPTOR ASSAY	\$22.69
85730 THROMBOPLASTIN TIME, PARTIAL	\$6.64	86255 FLUORESCENT ANTIBODY, SCREEN	\$13.33
85732 THROMBOPLASTIN TIME, PARTIAL	\$7.16	86256 FLUORESCENT ANTIBODY, TITER	\$13.33
85810 BLOOD VISCOSITY EXAMINATION	\$12.91	86277 GROWTH HORMONE ANTIBODY, RI	\$17.40
86000 AGGLUTININS, FEBRILE	\$7.03	86280 HEMAGGLUTINATION INHIBITION	\$9.05

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
86294 IMMUNOASSAY, TUMOR QUAL	\$21.69	86490 COCCIDIOIDOMYCOSIS SKIN TEST	\$9.79
86300 *01IMMUNOASSAY, TUMOR CA 15-3	\$23.01	86510 HISTOPLASMOSIS SKIN TEST	\$10.45
86301 IMMUNOASSAY, TUMOR CA 19-9	\$23.01	86580 TB INTRADERMAL TEST	\$8.47
86304 IMMUNOASSAY, TUMOR, CA 125	\$23.01	86585 TB TINE TEST	\$6.54
86308 HETEROPHILE ANTIBODIES SCREE	\$5.72	86590 STREPTOKINASE, ANTIBODY	\$12.19
86309 HETEROPHILE ANTIBODIES TITER	\$7.16	86592 BLOOD SEROLOGY, QUALITATIVE	\$4.72
86310 HETEROPHILE ANTIBODIES	\$8.15	86593 BLOOD SEROLOGY, QUANTITATIVE	\$4.87
86316 IMMUNOASSAY, TUMOR OTHER	\$23.01	86602 ANTIBODY, ACTINOMYCES	\$11.25
86317 IMMUNOASSAY, INFECTIOUS AGEN	\$16.58	86603 ADENOVIRUS ANTIBODY	\$14.23
86318 IMMUNOASSAY F/INFECT AGENT A	\$14.31	86606 ANTIBODY, ASPERGILLUS	\$16.64
86320 SERUM IMMUNOELECTROPHORESI	\$24.78	86609 BACTERIUM ANTIBODY	\$14.25
86325 OTHER IMMUNOELECTROPHORESI	\$24.72	86611 BARTONELLA ANTIBODY	\$11.25
86327 IMMUNOELECTROPHORESIS ASSA	\$25.08	86612 BLASTOMYCES ANTIBODY	\$14.26
86329 IMMUNODIFFUSION, EACH	\$15.42	86615 ANTIBODY, BORDETELLA	\$14.58
86331 IMMUNODIFFUSION OUCHTERLONY	\$13.25	86617 ANTIBODY	\$17.12
86332 ASSAY, CIQ PRECIPITIN	\$26.94	86618 ANTIBODY, LYME DISEASE	\$18.83
86334 IMMUNIFIXATION PROCEDURE	\$24.70	86619 ANTIBODY; BORRELIA (RELAPSING	\$14.79
86337 INSULIN ANTIBODIES, RIA	\$23.67	86622 BRUCELLA ANTIBODY	\$9.76
86340 INTRINSIC FACTOR ANTIBODY	\$16.66	86625 CAMPYLOBACTER ANTIBODY	\$14.50
86341 ISLET CELL ANTIBODY	\$18.38	86628 CANDIDA ANTIBODY	\$13.28
86343 LEUKOCYTE HISTAMINE RELEASE	\$13.78	86631 CHLAMYDIA ANTIBODY	\$13.08
86344 LEUKOCYTE PHAGOCYTOSIS	\$8.83	86632 CHLAMYDIA IGM ANTIBODY	\$14.04
86353 LYMPHOCYTE TRANSFORMATION	\$54.20	86635 COCCIDIOIDES ANTIBODY	\$12.68
86359 T CELLS	\$41.70	86638 ANTIBODY, Q FEVER	\$13.40
86360 T CELL, ABSOLUTE COUNT/RATIO	\$51.94	86641 ANTIBODY, CRYPTOCOCCUS	\$15.32
86361 T CELL, ABSOLUTE COUNT	\$29.60	86644 ANTIBODY, CMV	\$15.91
86376 MICROSOMAL ANTIBODY, RIA	\$16.09	86645 ANTIBODY, CVM, 1GM	\$18.62
86378 MIGRATION INHIBITORY FACTOR	\$21.78	86648 ANTIBODY, DIPHTHERIA	\$15.48
86382 NEUTRALIZATION TEST, VIRAL	\$18.69	86651 ANTIBODY, ENCEPHALITIS	\$14.58
86384 NITROBLUE TETRAZOLIUM DYE	\$12.59	86652 ANTIBODY; ENCEPHALITIS, EASTER	\$14.58
86403 PARTICLE AGGLUTINATION	\$11.26	86653 ANTIBODY; ENCEPHALITIS, ST. LOI	\$14.58
86406 PARTICLE AGGLUTINATION	\$11.76	86654 ANTIBODY; ENCEPHALITIS, WESTE	\$14.58
86430 RHEUMATOID FACTOR TEST	\$6.28	86658 ENTEROVIRUS ANTIBODY	\$14.41
86431 RHEUMATOID FATOR, QUANT	\$6.28	86663 ANTIBODY, EPSTEIN - BARR	\$14.50

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
86664 ANTIBODY, EPSTEIN - BARR	\$16.91	86735 MUMPS ANTIBODY	\$14.42
86665 EPSTEIN-BARR ANTIBODY	\$19.66	86738 MYCOPLASMA ANTIBODY	\$14.65
86666 EHRlichia ANTIBODY	\$11.25	86741 NEISSERIA MENINGITIDIS	\$14.58
86668 ANTIBODY; FRANCISELLA TULAREN	\$11.50	86744 NOCARDIA ANTIBODY	\$14.58
86671 FUNGUS ANTIBODY	\$13.56	86747 PARVOVIRUS ANTIBODY	\$16.62
86674 GIARDIA LAMBLIA ANTIBODY	\$16.27	86750 ANTIBODY; PLASMODIUM (MALARIA	\$14.58
86677 ANTIBODY, HELICOBACTER PYLORI	\$16.04	86753 PROTOZOA ANTIBODY NOS	\$13.70
86682 HELMINTH ANTIBODY	\$14.38	86756 RESPIRATORY VIRUS ANTIBODY	\$14.25
86684 ANTIBODY, HEMOPHILUS INFLUENZ	\$17.52	86757 RICKETTSIA ANTIBODY	\$21.40
86687 HTLV-I ANTIBODY	\$9.28	86759 ROTAVIRUS ANTIBODY	\$14.58
86688 HTLV-II ANTIBODY	\$15.50	86762 RUBELLA ANTIBODY	\$15.91
86689 HTLVI CONFIRM TEST	\$21.40	86765 RUBEOLA ANTIBODY	\$14.25
86692 HEPATITIS, DELTA AGENT	\$18.98	86768 SALMONELLA ANTIBODY	\$14.58
86694 ANTIBODY, HERPES SIMPLEX	\$15.91	86771 SHIGELLA ANTIBODY	\$14.58
86695 ANTIBODY, HERPES SIMPLEX	\$14.58	86774 TETANUS ANTIBODY	\$16.36
86696 HERPES SIMPLEX TYPE 2	\$21.40	86777 TOXOPLASMA ANTIBODY	\$15.91
86698 ANTIBODY HISTOPLASMA	\$13.82	86778 TOXOPLASMA ANTIBODY, IGM	\$15.92
86701 ANTIBOY, HIV - 1	\$9.82	86781 TREPONEMA PALLIDUM, CONFIRM	\$14.64
86702 ANTIBODY, HIV - 2	\$14.95	86784 TRICHINELLA ANTIBODY	\$13.89
86703 HIV-1/HIV-2, SINGLE ASSAY	\$15.17	86787 VARICELLA-ZOSTER ANTIBODY	\$14.25
86704 HEP B CORE ANTIBODY, TOTAL	\$13.33	86790 VIRUS ANTIBODY NOS	\$14.25
86705 HEP B CORE ANTIBODY, IGM	\$13.02	86793 YERSINIA ANTIBODY	\$14.58
86706 HEP B SURFACE ANTIBODY	\$11.87	86800 THYROGLOBULIN ANTIBODY, RIA	\$17.58
86707 HEP BE ANTIBODY	\$12.78	86803 HEPATITIS C ANTIBODY	\$15.78
86708 HEP A ANTIBODY, TOTAL	\$13.70	86804 HEPATITIS C ANTIBODY;CONFIRM T	\$17.12
86709 HEP A ANTIBODY, IGM	\$12.44	86805 LYMPHOCYTOTOXICITY ASSAY	\$49.27
86710 INFLUENZA VIRUS ANTIBODY	\$14.99	86806 LYMPHOCYTHOTOXICITY ASSAY	\$37.30
86713 LEGIONELLA ANTIBODY	\$16.92	86807 CYTOTOXIC ANTIBODY SCREENING	\$43.75
86717 ANTIBODY; LEISHMANIA	\$13.54	86808 CYTOTOXIC ANTIBODY SCREENING	\$28.37
86720 LEPTOSPIRA ANTIBODY	\$12.43	86812 HLA TYPING, A, B, OR C	\$28.53
86723 ANTIBODY; LISTERIA MONOCYTOG	\$14.58	86813 HLA TYPING, A, B, AND/OR C	\$54.69
86727 ANTIBODY; LYMPHOCYTIC CHORIO	\$14.23	86816 HLA TYPING, DR	\$30.79
86729 ANTIBODY; LYMPHOGRANULOMA	\$13.21	86817 HLA TYPING, DR	\$71.18
86732 ANTIBODY; MUCORMYCOSIS	\$14.58	86821 LYMPHOCYTE CULTURE, MIXED	\$62.42

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
86822 HLA TYPING; LYMPHOCYTE CULTU	\$40.42	87116 MYCOBACTERIA CULTURE	\$11.40
86880 COOMBS TEST	\$5.94	87118 MYCOBACTERIC IDENTIFICATION	\$12.10
86885 COOMBS TEST	\$6.32	87140 CULTUR TYPE IMMUNOFLUORESC	\$6.17
86886 COOMBS TEST	\$5.72	87143 CULTURE TYPING, GLC/HPLC	\$13.86
86900 BLOOD TYPING, ABO ONLY	\$3.30	87147 CULTURE TYPE, IMMUNOLOGIC	\$5.58
86903 BLOOD TYPING, ANTIGEN SCREEN	\$10.44	87149 CULTURE TYPE, NUCLEIC ACID	\$22.17
86904 BLOOD TYPING, ANTIGEN SCREEN	\$10.51	87152 CULTURE TYPE PULSE FIELD GEL	\$5.78
86905 BLOOD TYPING, RBC ANTIGENS	\$4.22	87158 CULTURE TYPING, ADDED METHOD	\$5.78
86906 BLOOD TYPING, RH PHENOTYPE	\$8.57	87164 DARK FIELD EXAMINATION	\$11.87
86940 HEMOLYSINS/AGGLUTININS, AUTO	\$9.06	87166 DARK FIELD EXAMINATION	\$12.49
86941 HEMOLYSINS AND AGGLUTININS	\$13.38	87168 MACROSCOPIC EXAM ARTHROPOD	\$4.72
87001 SMALL ANIMAL INOCULATION	\$14.62	87169 MACACROSCOPIC EXAM PARASITE	\$4.72
87003 SMALL ANIMAL INOCULATION	\$18.61	87172 PINWORM EXAM	\$4.72
87015 SPECIMEN CONCENTRATION	\$7.38	87176 TISSUE HOMOGENIZATION, CULTR	\$6.50
87040 BLOOD CULTURE FOR BACTERIA	\$11.42	87177 OVA AND PARASITES SMEARS	\$9.84
87045 FECES CULTURE, BACTERIA	\$10.43	87181 MICROBE SUSCEPTIBLE, DIFFUSE	\$2.50
87046 STOOL CULTR, BACTERIA, EACH	\$2.61	87184 MICROBE SUSCEPTIBLE, DISK	\$7.62
87070 CULTURE, BACTERIA, OTHER	\$9.52	87185 MICROBE SUSCEPTIBLE, ENZYME	\$2.50
87071 CULTURE BACTERI AEROBIC OTHR	\$5.22	87186 MICROBE SUSCEPTIBLE, MIC	\$9.55
87073 CULTURE BACTERIA ANAEROBIC	\$5.22	87187 MICROBE SUSCEPTIBLE, MLC	\$11.46
87075 CULTURE BACTERIA ANAEROBIC	\$10.46	87188 MICROBE SUSCEPT, MACROBROTH	\$7.34
87076 CULTURE ANAEROBE IDENT, EACH	\$8.93	87190 MICROBE SUSCEPT, MYCOBACTERI	\$5.84
87077 CULTURE AEROBIC IDENTIFY	\$8.93	87197 BACTERICIDAL LEVEL, SERUM	\$16.54
87081 CULTURE SCREEN ONLY	\$7.33	87205 SMEAR, GRAM STAIN	\$4.72
87084 CULTURE OF SPECIMEN BY KIT	\$9.52	87206 SMEAR, FLUORESCENT/ACID STAI	\$5.94
87086 URINE CULTURE/COLONY COUNT	\$8.93	87207 SMEAR, SPECIAL STAIN	\$6.62
87088 URINE BACTERIA CULTURE	\$8.09	87210 SMEAR, WET MOUNT, SALINE/INK	\$4.72
87101 SKIN FUNGI CULTURE	\$8.53	87220 TISSUE EXAM FOR FUNGI	\$4.72
87102 FUNGUS ISOLATION CULTURE	\$9.29	87230 ASSAY, TOXIN OR ANTITOXIN	\$21.82
87103 BLOOD FUNGUS CULTURE	\$9.97	87250 VIRUS INOCULATE, EGGS/ANIMAL	\$21.62
87106 FUNGI IDENTIFICATION, YEAST	\$11.42	87252 VIRUS INOCULATION, TISSUE	\$28.82
87107 FUNGI IDENTIFICATION, MOLD	\$11.42	87253 VIRUS INOCULATE TISSUE, ADDL	\$16.24
87109 MYCOPLASMA	\$17.01	87254 VIRUS INOCULATION, SHELL VIA	\$5.41
87110 CHLAMYDIA CULTURE	\$21.66	87255 GENET VIRUS ISOLATE, HSV	\$37.85

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
87260 ADENOVIRUS AG, IF	\$10.27	87341 HEPATITIS B SURFACE, AG, EIA	\$11.42
87265 PERTUSSIS AG, IF	\$10.27	87350 HEPATITIS BE AG, EIA	\$12.74
87267 ENTEROVIRUS ANITBODY, DFA	\$10.38	87380 INFECT AGT ANTIG DET BY ENZYM	\$18.15
87269 GARGIA AG, IF	\$10.38	87385 INFECT AGT ANT DET BY ENZYME I	\$10.27
87270 CHLAMYDIA TRACHOMATIS AG, IF	\$10.27	87390 INFECT AGT ANT DET BY ENZYME I	\$19.50
87271 CRYPTOSPORIDUM/GARDIA AG, IF	\$10.38	87391 INFECT AGT ANT DET BY ENZYME I	\$19.50
87272 CRYPTOSPORIDUM/GARDIA AG, IF	\$10.27	87400 INFLUENZA A/B, AG, EIA	\$10.27
87273 HERPES SIMPLEX 2, AG, IF	\$10.27	87420 INFECT AGT ANT DET BY ENZYME I	\$10.27
87274 HERPES SIMPLEX 1, AG, IF	\$10.27	87425 INFEDT AGT ANT DET BGY ENZYME	\$10.27
87275 INFLUENZA B, AG, IF	\$10.27	87427 SHIGA-LIKE TOXIN AG, EIA	\$10.27
87276 INFLUENZA A, AG, IF	\$10.27	87430 INFECT AGT ANT DET BY ENZYME I	\$10.27
87277 INFECTIOUS AGENT ANTIGEN DETE	\$10.27	87449 AG DETECT NOS, EIA, MULT	\$10.27
87278 LEGION PNEUMOPHILIA AG, IF	\$10.27	87450 AG DETECT NOS, EIA, SINGLE	\$6.03
87279 PARAINFLUENZA, AG, IF	\$10.27	87451 AG DETECT POLYVAL, EIA, MULT	\$6.03
87280 RESPIRATORY SYNCYTIAL AG, IF	\$10.27	87470 INFECT AGT DET BY NUCL ACID DN	\$22.17
87281 PNEUMOCYSTIS CARINII, AG, IF	\$10.27	87471 INFECT AGT DET BY NUCL ACID DN	\$38.80
87283 INFECTIOUS AGENT ANTIGEN DETE	\$10.27	87472 INFECTIOUS AGENT DETECTION BY	\$47.36
87285 TREPONEMA PALLIDUM, AG, IF	\$10.27	87475 INFECTIOUS AGENT DETECTION BY	\$22.17
87290 VARICELLA ZOSTER, AG, IF	\$10.27	87476 INFECT AGT DET BY NUCL ACID DN	\$38.80
87299 ANTIBODY DETECTION, NOS, IF	\$10.27	87477 INFECTIOUS AGENT DETECTION BY	\$47.36
87300 AG DETECTION, POLYVAL, IF	\$5.14	87480 INFECT AGT DET BY NUCL ACID DN	\$22.17
87301 INFECT AGT ANTIG DETEC BY ENZY	\$10.27	87481 INFECT AGT DET BY NUCL ACID DN	\$38.80
87320 INFEC AGT DETEC BY ENZYME IMM	\$10.27	87482 INFECTIOUS AGENT DETECTION BY	\$46.15
87324 CLOSTRIDIUM AG, EIA	\$10.27	87485 INFECT AGT DET BY NUCL ACID DN	\$22.17
87327 CRYPTOCOCCUS NEOFORM AG, EI	\$10.27	87486 INFECT AGT DET BY NUCL ACID DN	\$38.80
87328 INFECT AGT ANTIGEN DET BY ENZY	\$10.27	87487 INFECTIOUS AGENT DETECTION BY	\$47.36
87329 GARGIA AS, ELA	\$10.38	87490 INFECT AGT DET BY NUCL ACID DN	\$22.17
87332 INFECT AGT ANTIGEN DET BY ENZY	\$10.27	87491 INFECT AGT DET BY NUCL ACID DN	\$38.80
87335 INFECT AGT ANTIGEN DET BY ENZY	\$10.27	87492 INFECTIOUS AGENT DETECTION BY	\$38.65
87336 ENTAMOEB HIST DISPR, AG, EIA	\$10.27	87495 INFECT AGT DET BY NUCL ACID DN	\$22.17
87337 ENTAMOEB HIST GROUP, AG, EIA	\$10.27	87496 INFECT AGT DET BY NUCL ACID DN	\$38.80
87338 HPYLORI, STOOL, EIA	\$15.90	87497 INFECT AGT DET BY NUCL ACID DN	\$47.36
87339 H PYLORI AG, EIA	\$10.27	87510 INFECT AGT DET BY NUCL ACID DN	\$22.17
87340 INFECT AGT ANTIGEN DETEC BY E	\$11.42	87511 INFECT AGT DET BY NUCL ACID DN	\$38.80

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
87512 INFECT AGT DET BY NUCL ACID DN	\$46.15	87580 INFECTIOUS AGENT DETECTION BY	\$22.17
87515 INFECT AGT DET BY NUCL ACID DN	\$22.17	87581 INFECT AGT DET BY NUCL ACID DN	\$38.80
87516 HEPATITIS B, DNA, AMP PROBE	\$38.80	87582 INFECT AGT DET BY NUCL ACID DN	\$46.15
87517 HEPATITIS B, DNA, QUANT	\$47.36	87590 INFECT AGT DET BY NUCL ACID DN	\$22.17
87520 HEPATITIS C, RNA, DIR PROBE	\$22.17	87591 INFECT AGT DET BY NUCL ACID DN	\$38.80
87521 HEPATITIS C, RNA, AMP PROBE	\$38.80	87592 INFECT AGT DET BY NUCL ACID DN	\$47.36
87522 INFECT AGT DET BY NUCL ACID DN	\$47.36	87620 INFECT AGT DET BY NUCL ACID DN	\$22.17
87525 HEPATITIS G, DNA, DIR PROBE	\$22.17	87621 INFECT AGT DET BY NUCL ACID DN	\$38.80
87526 INFECT AGT DET BY NUCL ACID DN	\$38.80	87622 INFECT AGT DET BY NUCL ACID DN	\$46.15
87527 INFECT AGT DET BY NUCL ACID DN	\$46.15	87650 INFECT AGT DET BY NUCL ACID DN	\$22.17
87528 INFECT AGT DET BY NUCL ACID DN	\$22.17	87651 INFECT AGT DET BY NUCL ACID DN	\$38.80
87529 INFECT AGT DET BY NUCL ACID DN	\$38.80	87652 INFECTIOUS AGENT DETECTION BY	\$46.15
87530 INFECT AGT DET BY NUCL ACID DN	\$47.36	87660 TRICHOMONAS VAGIN, DIR PROBE	\$22.42
87531 INFECT AGY DET BY NUCL ACID DN	\$22.17	87797 DETECT AGENT NOS, DNA, DIR	\$22.17
87532 INFECT AGT DET BY NUCL ACID DN	\$38.80	87798 DETECT AGENT NOS, DNA, AMP	\$38.80
87533 INFECTIOUS AGENT DETECTION BY	\$46.15	87799 DETECT AGENT NOS, DNA, QUANT	\$47.36
87534 INFECT AGT DET BY NUCL ACID DN	\$22.17	87800 DETECT AGNT MULT, DNA, DIREC	\$22.17
87535 INFECT AGT DET BY NUCL ACID DN	\$38.80	87801 DETECT AGNT MULT, DNA, AMPLI	\$38.80
87536 INFECT AGT DET BY NUCL ACID DN	\$94.07	87802 STREP B ASSAY W/OPTIC	\$10.27
87537 INFECTIOUS AGENT DETECTION BY	\$22.17	87803 CLOSTRIDIUM TOXIN A W/OPTIC	\$10.27
87538 INFECT AGT DET BY NUCL ACID DN	\$38.80	87804 INFECTIOUS AGENT DETECTION BY	\$10.27
87539 INFECTIOUS AGENT DETECTION BY	\$47.36	87810 INFECT AGT DET BY IMMUNO WITH	\$10.27
87540 INFECTIOUS AGENT DETECTION BY	\$22.17	87850 INFECT AGT DET BY IMMUNA WITH	\$10.27
87541 INFECTIOUS AGENT DETECTION BY	\$38.80	87880 INFECT AGT DET BY IMMUNO WITH	\$10.27
87542 INFECTIOUS AGENT DETECTION BY	\$46.15	87899 INFECT AGT DET BY IMMUNO WITH	\$10.27
87550 INFECT AGT DET BY NUCL ACID DN	\$22.17	87901 GENOTYPE, DNA, HIV REVERSE T	\$284.62
87551 INFECT AGT DET BY NUCL ACID DN	\$38.80	87902 GENOTYPE, DNA, HEPATITIS C	\$284.62
87552 INFECT AGT DET BY NUCL ACID DN	\$47.36	87903 PHENOTYPE, DNA HIV W/CULTURE	\$540.23
87555 INFECT AGT DET BY NUCL ACID DN	\$22.17	88104 CYTOPATHOLOGY	\$41.98
87556 INFECT AGT DET BY NUCL ACID DN	\$38.80	88106 CYTOPATHOLOGY	\$41.98
87557 INFECTIOUS AGENT DETECTION BY	\$47.36	88107 CYTOPATHOLOGY	\$57.94
87560 INFECT AGT DET BY NUCL ACID DN	\$22.17	88108 CYTOPATHOLOGY	\$49.24
87561 INFECT AGT DET BY NUCL ACID DN	\$38.80	88130 SEX CHROMATIN IDENTIFICATION	\$16.63
87562 INFECTIOUS AGENT DETECTION BY	\$47.36	88140 SEX CHROMATIN IDENTIFICATION	\$8.84

Exhibit B, Attachment 1

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
88141 CYTOPATH, C/V, INTERPRET	\$19.38	88263 CHROMOSOME ANALYSIS, 45	\$140.50
88142 CYTOPATH, C/V, THIN LAYER	\$22.40	88264 CHROMOSOME ANALYSIS, 20-25	\$137.80
88143 CYTOPATH, C/V, THIN Lyr REDO	\$19.60	88267 CHROMOSOME ANALYS, PLACENTA	\$198.75
88147 CYTOPATH, C/V, AUTOMATED	\$12.58	88269 CHROMOSOME ANALYS, AMNIOTIC	\$183.88
88148 CYTOPATH, C/V, AUTO RESCREEN	\$16.80	88271 CYTOGENETICS, DNA PROBE	\$23.68
88150 CYTOPATH, C/V, MANUAL	\$11.68	88272 CYTOGENETICS, 3-5	\$29.60
88152 CYTOPATH, C/V, AUTO REDO	\$11.68	88273 CYTOGENETICS, 10-30	\$35.52
88153 CYTOPATH, C/V, REDO	\$11.68	88274 CYTOGENETICS, 25-99	\$38.48
88154 CYTOPATH, C/V, SELECT	\$11.68	88275 CYTOGENETICS, 100-300	\$44.40
88155 CYTOPATH, C/V, INDEX ADD-ON	\$6.62	88280 CHROMOSOME COUNT: ADDITIONA	\$27.74
88160 CYTOPATHOLOGY	\$49.71	88283 CHROMOSOME BANDING STUDY	\$9.86
88161 CYTOPATHOLOGY	\$56.64	88285 CHROMOSOME COUNT, ADDITIONA	\$21.01
88162 CYTOPATHOLOGY, EXTENSIVE	\$48.70	88289 CHROMOSOME STUDY, ADDITIONA	\$12.25
88164 CYTOPATH TBS, C/V, MANUAL	\$11.68	88291 CYTO/MOLECULAR REPORT	\$24.04
88165 CYTOPATH TBS, C/V, REDO	\$11.68	88300 SURGICAL PATH, GROSS	\$14.22
88166 CYTOPATH TBS, C/V, AUTO REDO	\$11.68	88302 SURGICAL PATHOLOGY, COMPLET	\$28.89
88167 CYTOPATHOLOGY, SLIDES, CERVIC	\$11.68	88304 TISSUE EXAM BY PATHOLOGIST	\$38.90
88172 CYTOPATHOLOGY EVAL OF FNA	\$41.89	88305 TISSUE EXAM BY PATHOLOGIST	\$83.03
88173 CYTOPATH EVAL, FNA, REPORT	\$103.82	88307 TISSUE EXAM BY PATHOLOGIST	\$141.06
88174 CYTOPATH, C/V AUTO, IN FLUID	\$23.88	88309 SURGICAL PATHOLOGY, COMPLET	\$185.47
88175 CYTOPATH, C/V AUTO FLUID REDO	\$29.61	88311 DECALCIFY TISSUE	\$14.82
88180 CELL MARKER STUDY	\$31.63	88312 SPECIAL STAINS	\$73.09
88230 TISSUE CULTURE, LYMPHOCYTE	\$128.80	88313 SPECIAL STAINS	\$56.38
88233 TISSUE CULTURE, SKIN/BIOPSY	\$155.59	88314 HISTOCHEMICAL STAIN	\$43.23
88235 TISSUE CULTURE, PLACENTA	\$162.80	88318 CHEMICAL HISTOCHEMISTRY	\$32.86
88237 TISSUE CULTURE, BONE MARROW	\$139.64	88319 ENZYME HISTOCHEMISTRY	\$98.13
88239 TISSUE CULTURE, TUMOR	\$163.10	88321 MICROSLIDE CONSULTATION	\$60.98
88240 CELL CRYOPRESERVE/STORAGE	\$8.12	88323 MICROSLIDE CONSULTATION	\$88.41
88241 FROZEN CELL PREPARATION	\$8.12	88325 COMPREHENSIVE REVIEW OF DAT	\$102.42
88245 CHROMOSOME ANALYSIS, 20-25	\$154.08	88329 PATH CONSULT INTROP	\$32.58
88248 CHROMOSOME ANALYSIS, 50-100	\$191.46	88331 PATH CONSULT INTRAOP, 1 BLOC	\$67.02
88249 CHROMOSOME ANALYSIS, 100	\$191.46	88332 PATH CONSULT INTRAOP, ADDL	\$34.65
88261 CHROMOSOME ANALYSIS, 5	\$195.39	88342 IMMUNOCYTOCHEMISTRY	\$74.54
88262 CHROMOSOME ANALYSIS, 15-20	\$137.80	88346 IMMUNOFLUORESCENT STUDY	\$67.26

Code Description	Reimbursement Rate	Code Description	Reimbursement Rate
88347 IMMUNOFLUORESCENT STUDY	\$90.35		
88348 ELECTRON MICROSCOPY	\$278.79		
88349 SCANNING ELECTRON MICROSCOP	\$306.15		
88355 ANALYSIS, SKELETAL MUSCLE	\$139.38		
88356 ANALYSIS, NERVE	\$260.38		
88358 ANALYSIS, TUMOR	\$148.72		
88362 NERVE TEASING PREPARATIONS	\$180.51		
88371 PROTEIN ANALYSIS OF TISSUE BY	\$24.57		
88372 PROTEIN ANALYSIS W/PROBE	\$25.15		
88400 BILIRUBIN, TOTAL, TRANSCUTANEO	\$2.78		
89050 BODY FLUID CELL COUNT	\$5.22		
89051 BODY FLUID CELL COUNT	\$6.09		
89055 LEUKOCYTE COUNT, FECAL	\$4.77		
89060 CRYSTAL IDENTIF LIGHT MICRO	\$7.90		
89100 SAMPLE INTESTINAL CONTENTS	\$60.46		
89105 SAMPLE INTESTINAL CONTENTS	\$55.92		
89125 SPECIMEN FAT STAIN	\$4.77		
89130 SAMPLE STOMACH CONTENTS	\$52.90		
89132 SAMPLE STOMACH CONTENTS	\$25.88		
89135 SAMPLE STOMACH CONTENTS	\$70.84		
89136 GASTRIC INTUBATION, ASPIRATION	\$41.83		
89140 GASTRIC INTUBATION, ASPIRATION	\$71.63		
89141 GASTRIC INTUBATION, ASPIRATION	\$85.20		
89160 EXAM FECES FOR MEAT FIBERS	\$4.07		
89190 NASAL SMEAR FOR EOSINOPHILS	\$5.25		
89225 STARCH GRANULES, FECES	\$3.68		
89230 COLLECT SWEAT FOR TEST	\$14.74		
89235 WATER LOAD TEST	\$6.09		
89310 SEMEN ANALYSIS; PRESNECE AND/	\$9.51		

Exhibit B, Attachment 1

The following CPT codes will be reimbursed based on review by EDS staff (By Report).

Code	Code Description	Reimbursement
81099	URINALYSIS TEST PROCEDURE	By Report
84999	CLINICAL CHEMISTRY TEST	By Report
85396	CLOTTING ASSAY, WHOLE BLOOD	By Report
85999	HEMATOLOGY PROCEDURE	By Report
86336	INHIBIN A	By Report
86485	SKIN TEST, CANDIDA	By Report
86586	SKIN TEST, UNLISTED	By Report
86849	IMMUNOLOGY PROCEDURE	By Report
86920	COMPATIBILITY TEST	By Report
86921	COMPATIBILITY TEST	By Report
86922	COMPATIBILITY TEST	By Report
86927	PLASMA, FRESH FROZEN	By Report
86930	BLOOD UNIT SERVICE	By Report
86931	FROZEN BLOOD, PREPARATION FOR FREEZING, EACH U	By Report
86932	FROZEN BLOOD FREEZE/THAW	By Report
86999	IMMUNOLOGY PROCEDURE	By Report
87999	MICROBIOLOGY PROCEDURE	By Report
88112	CYTOPATH, CELL ENHANCE TECH	By Report
88199	CYTOPATHOLOGY PROCEDURE	By Report
88299	CYTOGENETIC STUDY	By Report
88361	IMMUNOHISTOCHEMISTRY, TUMOR	By Report
88380	MICRODISSECTION (EG, MECHANICAL, LASER CAPTURE)	By Report
88399	SURGICAL PATHOLOGY PROCEDURE	By Report
89220	SPUTUM SPECIMEN COLLECTION	By Report
89240	PATHOLOGY LAB PROCEDURE	By Report
89240	PATHOLOGY LAB PROCEDURE	By Report
89268	INSEMINATION OF OOCYTES	By Report

Exhibit B, Attachment 1

The following CPT codes will be reimbursed at a rate not to exceed the amounts listed below.

Code	Code Description	Reimbursement Rate
80055	OBSTETRIC PROFILE	\$37.99
82274	BLOOD, OCCULT, BY FECAL HEMOGLOBIN DETERMINATION BY I	\$4.49
86850	RBC ANTIBODY SCREEN	\$9.12
86860	RBC ANTIBODY SCREEN	\$22.80
86870	RBC ANTIBODY IDENTIFICATION	\$19.00
86901	BLOOD TYPING, RH(D)	\$5.32
86945	BLOOD PRODUCT/IRRADIATION	\$25.16
86970	PRETREATMENT RBC, DRUGS	\$17.28
86971	PRETREATMENT RBC, DILUTION	\$17.28
86972	PRETREATMENT OF RBCs FOR USE IN RBC ANTIBODY DETECTI	\$16.65
86975	PRETREATMENT SERUM, DRUGS	\$16.65
86976	RBC PRETREATMENT,SERUM	\$16.65
86977	RBC PRETREATMENT, SERUM	\$16.65
86978	RBC PRETREATMENT, SERUM	\$19.97
Z2004	SURGICAL PATHOLOGY, GR/MX, ABORTION DERIVED TISSUE	\$30.40
Z2500	NEWBORN SCREENING TESTS FOR PKU	\$59.00

Terms and Conditions**General Contractor Terms and Conditions**

1. Contractor shall comply with all terms of this contract, including, but not limited to, the Standard Agreement (Exhibit A1), Scope of Work (Exhibit A), Payment Provisions (Exhibit B), Terms and Conditions (Exhibit C), Notice to Licensed Practitioners Regarding the Medi-Cal Program (Exhibit D), and the Contractor's Application (Exhibit E).
2. Contractor agrees to implement and enforce all Fiscal and Management Anti-Fraud Activities described by Contractor in Exhibit A, Attachments 1 and 3.
3. Contractor agrees to implement and enforce the Clinical Laboratory Compliance Program described by Contractor in Exhibit A, Attachments 2 and 4.
4. Contractor shall comply with all applicable laws including Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code, the Clinical Laboratory Laws, found at Business and Professions (B&P) Code Section 1200 et. seq., and the Clinical Laboratory Improvement Amendments of 1988 (CLIA).
5. Contractor shall notify the Department of Health Services (DHS), in writing, as required pursuant to B&P Code Section 1265 of any changes in ownership or directorship within 30 days of said change, or sooner if a "major change of laboratory directorship" or "major change of ownership" (defined at B&P 1211) occurs. DHS reserves the right to terminate the contract upon a major change of ownership or directorship.
6. Contractor must obtain consent from all laboratory directors and owners, including any laboratory directors or owners added to the clinical laboratory after the execution of this contract, agreeing to all terms and conditions of this contract. Attachment 10 must be signed by the new laboratory directors/owners and submitted to DHS within 5 business days of said change. Failure to submit a completed Attachment 10 within 5 business days shall result in immediate termination of this contract.
7. Contractor shall not assign this Contract or any of its rights hereunder, nor delegate any of its duties hereunder without the prior written consent of DHS. Any unauthorized attempt to assign or delegate shall be void.
8. Contractor shall notify DHS within 5 business days if it becomes suspended from participation in the Medicare program.
9. Contractor shall not have had a federal, California, or another state's licensing, certification, or approval authority's license, certificate, or other approval to provide health care services, revoked or suspended; nor shall Contractor have otherwise lost that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending.

10. Contractor, its employees, spouses, or children and the laboratory director(s), their employees, spouses or children shall not have been convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or abuse of any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service, or in connection with the interference with or obstruction of any investigation into health care related fraud or abuse or that has been found liable for fraud or abuse in any civil proceeding, or that has entered into a settlement in lieu of conviction for fraud or abuse in any government program.
11. Contractor agrees to notify DHS within 10 business days of learning that a restriction has been placed on Contractor's license, certificate, or other approval to provide health care and to provide DHS with complete information related to any restriction to, or revocation or loss of, Contractor's license, certificate, or other approval to provide health care services.
12. Contractor shall not deny DHS' request to examine or receive copies of the books and records pertaining to services rendered to Beneficiaries.
13. Contractor agrees to remediate discrepancies that are discovered as a result of an unannounced visit to Contractor.
14. Contractor shall disclose all information completely and truthfully as requested in this RFA/Contract, in federal Medicaid regulations or as requested by DHS.
15. Contractor shall not have failed to pay fines, penalties or overpayments assessed by the Medicare or Medicaid program.
16. Contractor understands and agrees that, in lieu of or in addition to any actions authorized under this contract, Contractor shall be subject to any action, sanction or penalty authorized under Chapter 3 (commencing with Section 1200) of Division 2 of the B&P Code and the regulations adopted thereunder and Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions (W&I) Code or the regulations adopted thereunder, including but not limited to utilization controls, special claims review, limitations of codes and related services, withholding of payments, suspension, temporary or not, civil money penalties, and recoupment of overpayments.

Contract Term

The term of the contract will be twenty-four (24) months and is anticipated to be effective March 1, 2005 through February 28, 2007 (tentative). The term of the agreement may change if DHS makes an award earlier than expected or if DHS cannot execute the agreement in a timely manner due to unforeseen delays.

The Contractor shall notify DHS of its intent to accept or reject the extension within ten (10) working days of the receipt of the notice from DHS. The Contractor's failure to notify DHS

within ten (10) working days of the Contractor's intent to accept or reject the extension will constitute a rejection of the extension.

DHS may, if it determined that it is in the best interest of the state, renew the contract. DHS shall have the exclusive option to extend the term of the Contract during the last 6 months of the Contract, as determined by the original termination date or by a new termination date if an extension has been exercised. DHS may invoke successive extensions of up to one (1) year each. DHS shall give the Contractor at least 90 days prior written notice if DHS chooses to extend the Contract.

Cancellation/Termination

- A. This Contract may be cancelled by DHS without cause upon thirty (30) calendar days advance written notice to the Contractor.
- B. DHS reserves the right to cancel or terminate this Contract immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Contract. Cause for termination shall also include the following grounds:
 1. A determination by DHS that any of the grounds for denying, suspending or revoking a clinical license identified in B&P Code Section 1320 exist.
 2. There is a material discrepancy in any information provided to the DHS, including the requirements for enrollment or contract requirements that is discovered after the Contractor has been enrolled as a Medi-Cal provider, or after the contract has been executed, that cannot be corrected because the discrepancy occurred in the past.
 3. The Contractor provided material information that was false or misleading at the time it was provided.
 4. The Contractor failed to have an established place of business at the business address for which an application package or contract was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted by DHS.
 5. The Contractor fails to possess either of the following:
 - a. The appropriate licenses, permits, certificates, or other approvals needed to operate a clinical laboratory at the location identified in the contract; or
 - b. The business or zoning permits or other approvals necessary to operate a business at the location identified in the contract.
 6. The Contractor submits claims for payment that subject a provider to suspension under W&I Code Section 14043.61.

7. The Contractor submits claims for payment for clinical laboratory tests or examinations rendered at a location other than the location for which the provider number was issued.
8. The Contractor has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.
9. The Contractor is under investigation for fraud or abuse by DHS or any other state, local, or federal government law enforcement agency pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations (CFR).
10. A withhold of payments has been imposed on the Contractor pursuant to W&I Code Section 14107.11(a)(2).
11. The Contractor has failed to comply with a request to enter, inspect, photograph or copy any records, reports, test results, or secure any samples or other evidence, on an announced or unannounced basis made pursuant to W&I Code Section 14124.2 or B&P Code Section 1225.
12. The Contractor has a license, certificate, or other approval to provide health care, which is revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that license, certificate, or approval, or has surrendered that license, certificate, or approval while a disciplinary hearing on that license, certificate, or approval was pending.
13. The contractor fails to remediate significant discrepancies in information provided to DHS by the Contractor or significant discrepancies that are discovered as a result of an announced or unannounced visit to the Contractor.
14. The Contractor has been placed upon procedure code limitations, utilization controls or special claims review; or any combination of these actions, on two or more occasions within a two-year period.
15. The Contractor has been convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service, or in connection with the interference with or obstruction of any investigation into health care related fraud or abuse or that has been found liable for fraud or abuse in any civil proceeding, or that has entered into a settlement in lieu of conviction for fraud or abuse in any government program. If the Contractor is a clinic, group, corporation, or other association, conviction of any officer, director, or shareholder with a 5

percent or greater interest in that organization, of such a crime shall be cause for termination of the contract.

16. The director receives written notification from the Secretary of the United States Department of Health and Human Services that the Contractor has been suspended from participation in the Medicare or Medicaid programs.
17. The Contractor has violated any provision of Chapter 7 (commencing with Section 14000) or Chapter 8 (commencing with Section 14200) of Part 3 of Division 9 of the W&I Code or any rule or regulation promulgated pursuant to those chapters:
 - a. Notwithstanding any other provision of this contract, including No. 17 of the "Terms and Conditions," the Contractor understands and agrees that if the Contractor is noticed that the contract is terminated based upon any of the grounds listed in subdivision (b), the Contractor's exclusive remedy for the action, sanction or penalty which comprises the ground shall be the dispute resolution process provided for in this contract and shall not be any remedies, hearings or appeals set forth in the B&P Code or the W&I Code or the regulations adopted thereunder. The Contractor further understands and agrees that the Contractor's exclusive remedy if the contract is terminated shall be the dispute resolution process provided for in this contract.
 - b. Notwithstanding subdivision (c) proceedings to deny, suspend, or revoke a license under B&P Code Section 1325 based solely on exclusion under the Medicaid program shall be conducted in accordance with Health and Safety Code Section 100171.
 - c. The Contractor may submit a written notice to terminate this Contract with or without cause within thirty-five (35) calendar days of such intended termination.
 - d. Contract termination or cancellation shall be effective as of the date indicated by Contractor or as specified in DHS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
 - e. In the event of termination or cancellation, the Contractor shall be entitled to compensation for clinical laboratory tests or examinations performed satisfactorily under this Contract incurred up to the date of cancellation.

Governing Law

This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

Conflict with Existing Law

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall terminate in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

Non-Discrimination Clause

- a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations (CCR), Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the CCR, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.
- b. Contractor agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Contractor further agrees that it shall provide aid, care, service, clinical laboratory tests or examinations, or other benefits available under Medi-Cal to Beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.

Contract Amendments

Should either party, during the term of this Contract, desire a change in the Contract, that change shall be requested in writing to the other party.

The other party will acknowledge receipt of the requested change for Contract amendment within ten (10) calendar days of receipt of the request. The party requesting any such

change shall have the right to withdraw the request any time prior to acceptance or rejection by the other party. Any request shall set forth a detailed explanation of the reason and basis for the requested change, a complete statement of costs and benefits of the requested change and the text of the desired amendment to the Contract, which would provide for the change.

If the requested change is accepted and approved by DHS, the Contract shall be amended to provide for the change. No oral understanding or Contract term or condition not incorporated in writing into this Contract is binding on any of the parties. The party responsible for implementing the change shall make the change within fifteen (15) calendar days of acceptance or at another mutually agreed upon date.

Dispute Resolution Process

If the Contractor believes there is a dispute or grievance between Contractor and DHS, both parties shall follow the two-step procedure outlined below:

- a) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor must direct a written grievance, together with any evidence, to the program Department Representative. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Department Representative must make a determination on the problem within ten (10) business days after receipt of the written communication from the Contractor. The Department Representative shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Department Representative's decision, the Contractor may appeal to the second level.
- b) The Contractor must prepare a letter indicating why the Department Representative's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents along with a copy of the Department Representative's response. This letter shall be sent to the Division Chief of the division in which the section is organized within ten (10) business days from receipt of the Department Representative's decision. The Division Chief or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Division Chief or designee shall be returned to the Contractor within twenty (20) business days of receipt of the Contractor's letter.
- c) Contractor shall continue with the responsibilities under this Contract during any dispute.

Audit and Inspection

Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, the State Controller's Office, or their designated representative(s) shall have the

right to review and to copy any financial records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor also agrees to allow the auditor(s), DHS employees (including, but not limited to, employees of the California Attorney General's Medi-Cal Fraud Unit, and to the Secretary of the United States Centers for Medicaid and Medicare Services) or any duly authorized representative to:

- a) Enter or inspect on an announced or unannounced basis any building, premise, equipment, materials, records, or information at any reasonable time to secure compliance with, or prevent a violation of this Contract or the clinical laboratory laws or regulations adopted thereunder.
- b) Inspect, photograph, or copy any records, reports, all pertinent financial books and all records concerning compliance with clinical laboratory laws or the provisions of health care services to Beneficiaries, test or examination results, test or examination specimens, or other information related to the requirements of this contract or the clinical laboratory laws or regulations adopted thereunder.
- c) Secure any sample, photograph, or other evidence from any building or premise for the purpose of enforcing this Contract or the clinical laboratory laws or regulations adopted thereunder.
- d) Interview any employees who might reasonably have information related to such records or compliance with the B&P Code (commencing with Section 1200 et seq.).

Contractor Costs

The Contractor shall be responsible for any and all costs to DHS associated with conducting a complaint investigation, imposition of sanctions, or conducting a hearing as required under Chapter 3, Division 2 of the B&P Code.

The Contractor, if located outside the State of California, shall reimburse DHS for travel and per diem to perform any necessary onsite inspections at the clinical laboratory in order to ensure compliance with the B&P Code and the terms of this Contract. This cost is in addition to the payment of regulation and license fees. (See B&P Code, section 1300(t)).

Background Checks and Fingerprinting

The State reserves the right to conduct a check on the Contractor and/or the Contractor's employees, laboratory director(s) and consultant(s), as the State deems necessary prior to the award or during the term of the Contract. The background check may include, but is not limited to, the following:

- a. Onsite inspection

- b. Review business records
- c. Data searches
- d. Fingerprinting of the Contractor and any employee, owner, or laboratory director and clearance by the State through the Department of Justice, Bureau of Criminal Identification and Information

Health Insurance Portability and Accountability Act (HIPAA)

- a. Contractor will ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191, dated August 21, 1996), and any related regulations. The current implementation dates may be found at the Internet website at <http://aspe.os.dhhs.gov/admsimp>.
- b. Contractor agrees that all medical records of Beneficiaries made or acquired by Contractor shall be confidential and shall not be released without the written consent of the Beneficiary or his/her personal representative, or as otherwise authorized by law.

Record Keeping and Retention

Contractor agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, provided to Beneficiaries, including, but not limited to, the records described in Section 51476 of Title 22, CCR, and the records described in Section 431.107 of Title 42 of the CFR. Contractor further agrees that such records shall be made at or near the time at which the services, are delivered or rendered, and that such records shall be retained by Contractor in the form in which they are regularly kept for a period of three years from the date the services were rendered.

Insurance

Contractor agrees to possess at the time the Contract is signed, and to maintain in good standing throughout the term of the Contract, workers compensation, liability and, if a licensed practitioner, professional liability insurance coverage from an authorized insurer. See Section 51200.01 of Title 22, California Code of Regulations (**Appendix 5**).

Contractor Fraud and Abuse

Contractor agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal

program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the federal government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program or other health care programs operated, or financed in whole or in part, by the federal government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.

Contractor Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability

Contractor agrees that it and its officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a Medi-Cal provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. Contractor further acknowledges that DHS shall not enter into a Contract with Applicant if the Applicant, within the last ten years, has been convicted of any felony or misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.

Changes to Contractor Information

Contractor agrees to notify DHS' Provider Enrollment Branch and the Clinical Laboratory and Durable Medical Equipment Contracting Unit, in writing on a form or forms to be specified by DHS within 35 days, of any changes to the information contained in its application, the Contract, and any attachments to any of these documents unless otherwise specified in this RFA.

Payment From Other Health Coverage Prerequisite to Claim Submission

Contractor agrees that it shall first seek to obtain payment for services provided to Beneficiaries from any private or public health insurance coverage to which the Beneficiary is entitled, where Contractor is aware of this coverage and to the extent the coverage extends to these services, prior to submitting a claim to DHS for the payment of any unpaid balance for these services. In the event that a claim submitted to a private or public health insurer has not been paid within 90 days of billing by Contractor, Contractor may submit a claim to DHS.

Beneficiary Billing

Contractor agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a Beneficiary, or from other persons on behalf of the Beneficiary, for

any service included in the Medi-Cal program's scope of benefits in addition to a claim submitted to the Medi-Cal program for that service, except to: (1) collect payments due under a contractual or legal entitlement pursuant to W&I Code, Section 14000(b); (2) bill a long-term care patient for the amount of his/her liability; and, (3) collect a co-payment pursuant to W&I Code, Sections 14134 and 14134.1. Contractor further agrees that, in the event that a Beneficiary willfully refuses to provide current other health care coverage billing information as described in Section 50763(a)(5) of Title 22, CCR, Contractor may, upon giving the Beneficiary written notice of intent, bill the Beneficiary as a private pay patient.

Payment From Medi-Cal Program Shall Constitute Full Payment

Contractor agrees that payment received from DHS in accordance with Medi-Cal fee structures shall constitute payment in full, except that Contractor, after making a full refund to DHS of any Medi-Cal payments received for clinical laboratory tests or examinations may recover all of Contractor's fees to the extent that any other contractual entitlement, including, but not limited to, a private group or indemnification insurance program, is obligated to pay the charges for the clinical laboratory tests or examinations provided to the Beneficiary.

Return of Payment for Services Otherwise Covered by the Medi-Cal Program

Contractor agrees that any Beneficiary who has paid Contractor for clinical laboratory tests or examinations otherwise covered by the Medi-Cal program received by the Beneficiary shall be entitled to a prompt return from Contractor of any part of the payment which meets any of the following: (1) was rendered during any period prior to the receipt of the Beneficiary's Medi-Cal card, for which the card authorizes payment under W&I Code, Sections 14018 or 14019; (2) was reimbursed to Contractor by the Medi-Cal program, following audits and appeals to which Contractor is entitled; (3) is not payable by a third party under contractual or other legal entitlement; (4) was not used by the Beneficiary to satisfy his/her paid or obligated liability for health care services, goods, supplies, or merchandise, or to establish eligibility.

Prohibition of Rebate, Refund, or Discount

Contractor agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Beneficiary. Contractor further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Beneficiary. Contractor further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.

Waiver

Any action or inaction by DHS or any failure of DHS on any occasion, to enforce any right or provision of the Contract, shall not be interpreted to be a waiver by DHS of its rights hereunder and shall not prevent DHS from enforcing such provision or right on any future occasion. The rights and remedies of DHS herein are cumulative and are in addition to any other rights or remedies that DHS may have at law or in equity.

Legislative and Congressional Changes

Contractor agrees that this Contract is subject to any future additional restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of the Contract in any manner.

Approval

This Contract is of no force or effect until signed by both parties and approved by DHS. Contractor may not commence performance until such approval has been obtained; however, the provision of Medi-Cal clinical laboratory tests or examinations to Beneficiaries under the existing fee-for-service structure shall continue as usual until the commencement of contracts under this RFA.

Contractor Capacity

Contractor agrees that Contractor, and the officers, directors, employees, and agents of Contractor, in the performance of the Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California.

Indemnification

Contractor agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Contractor's performance of this Contract, and from any and all claims and losses accruing or resulting to any Beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Contract.

Venue

Venue for all actions, including federal actions, concerning the Contract, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.

Titles

The titles of the provisions of the Contract are for convenience and reference only and

are not to be considered in interpreting the Contract.

Complete Integration

The Contract, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional Contracts pertaining to the subject matter of this Contract.

Notice to Licensed Practitioners Regarding the Medi-Cal Program

The Non-Solo Practitioner clinical laboratory is required to provide the following annual notice to all licensed practitioners ordering clinical laboratory tests or examinations on Medi-Cal beneficiaries:

Title 22, California Code of Regulations

Title 22 requires that any licensed practitioner who requests the performance of a clinical laboratory test or examination for a Medi-Cal beneficiary, or upon a biological specimen derived from a Medi-Cal beneficiary, shall provide with the request to the clinical laboratory diagnostic information relevant to the test or examination for which the request is made, including the latest International Classification of Diseases, 9th Revision, or the latest published editions or amendments thereto, Clinical Modification (ICD-9-CM) code numbers, to the highest level of specificity indicating medical necessity for all clinical laboratory tests or examinations as required under the Medicare program pursuant to 42, U.S.C., Section 1395u(p) and 42, Code of Federal Regulations, Section 424.32.

1. The clinical laboratory is required to contact the ordering licensed practitioner pursuant to Title 22 to obtain specific ICD-9 diagnosis codes for each test or examination ordered, as documentation of the medical necessity for the clinical laboratory tests and examinations, in the event such was not provided on the requisition.
2. The Department of Health Services (DHS) may sanction a licensed practitioner who orders medically unnecessary clinical laboratory tests or examinations.
3. In order to prevent denial of payments, licensed practitioners should order Standard Organ or Disease Oriented Panels and/or other tests as defined by the Current Procedural Terminology when not all the clinical laboratory tests or examinations in the licensed practitioner's customized profile are medically necessary for an individual patient.
4. DHS may deny payments to the clinical laboratory for tests or examinations included in a customized profile if not all the clinical laboratory tests or examinations in the profile are medically necessary. DHS will only pay for clinical laboratory tests or examinations which are medically necessary for each beneficiary.
5. The licensed practitioner is responsible for submitting additional clinical information, upon request by the clinical laboratory, to support the medical necessity of each clinical laboratory test or examination ordered.
6. The clinical laboratory is required to notify the licensed practitioner of the Medi-Cal reimbursement amount that DHS pays for each clinical laboratory test or examination included in each customized profile.
7. The clinical laboratory, as required under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), has a clinical consultant available to assist the licensed practitioner in ensuring that appropriate clinical laboratory tests or examinations are ordered. The telephone number of the clinical consultant is:_____.
8. The licensed practitioner is responsible for follow-up of abnormal clinical laboratory test or examination results, including but not limited to, documentation in the medical record of the action taken.
9. The clinical laboratory is required to inform the licensed practitioner of the conditions under which each reflex and confirmatory test or examination will be performed.